

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
August 13, 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. 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.
3. 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 4 – 34)

4. Discuss, consider, and take appropriate action on a line item transfer for Justice of the Peace, Precinct 3.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0453-004212	Postage	\$1,000.74
To	0100-0453-004350	Printed Materials & Binding	\$1,000.74

5. Discuss, consider and take appropriate action on approving a line item transfer for Emergency Medical Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-005000	Capital Outlay > \$5,000	\$3,100
To	0100-0540-004210	Internet/Email Svs	\$3,100

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

Fiscal Impact

From/To	Acct No.	Description	Amount
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From	0100-0510-005300	Improvements >\$5,000	\$29,933.44
To	0100-0510-003001	Small Equipment & Tools	\$29,933.44

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-005400	Bridges	\$12,000.00
To	0200-0210-003010	Computer Equipment < \$5,000	\$12,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-003541	Contract Mowing	\$200,000.00
To	0200-0210-003599	Road Constr./Maint.	\$200,000.00

9. Discuss, consider and take appropriate action on line item transfers for Emergency Communications.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0581.004998	Contingencies	\$23,640.00
To	0100.0581.004232	Trainings and Conferences	\$23,640.00
From	0100.0581.004500	Maintenance Services/Contracts	\$7,560.00
To	0100.0581.003011	Computer Software	\$2,250.00
To	0100.0581.004232	Trainings and Conferences	\$5,310.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0475.003005	Office Furniture < \$5000	\$3,060.00
To	0100.0475.003006	Office Equipment	\$3,060.00

11. Discuss, consider and take appropriate action on a line item transfer for County Court at Law #3.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	\$3,476.56
To	0100-0426-001107	CCL#1/Temp Labor	\$3,229.50
To	0100-0426-002010	CCL#1/FICA	\$247.06

12. Discuss, consider and take appropriate action on a line item transfer for the Magistrates Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	\$2,500
to	0100-0477-004141	Magistrate/Interpreter	\$2,500

13. Discuss, consider and take appropriate action on a line item transfer for Justice of the Peace, Precinct #3.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004711	Non Dept/Tax App Dist	\$85,000
To	0100-0453-004190	JP3/Autopsies	\$85,000

14. Discuss, consider and take appropriate action on a line item transfer for the County Courts At Law Budget.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0425.004125	Transcripts	\$3,000.00
From	0100.0425.004136	Other/MH Cases	\$15,000.00
From	0100.0409.004998	Contingencies	\$192,768.00
To	0100.0425.004120	Competency Hearing	\$7,468.00
To	0100.0425.004131	Family Cases-Court Apptd Atty	\$38,800.00
To	0100.0425.004134	Misdemeanor Cases-Ct Apptd Att	\$162,000.00
To	0100.0425.004100	Professional Services	\$2,500.00

15. Discuss, consider and take action on a line item transfer for the District Courts Budget.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0435.004133	Juvenile Cases-Ct Apptd Atty	\$12,000.00
From	0100.0435.004141	Interpretors	\$5,000.00
from	0100.0409.004998	Contingencies	\$289,043.00
To	0100.0435.004100	Professional Services	\$8,962.00
To	0100.0435.004120	Compentency Hearing	\$56,040.00
To	0100.0435.004125	Transcripts	\$3,703.00
To	0100.0435.004131	Family Cases-Ct Apptd Attys	\$31,728.00
To	0100.0435.004132	Criminal Cases-Ct Apptd Atty	\$205,010.00
To	0100.0435.004933	Food for Jurors	\$600.00

16. Discuss, consider and take appropriate action on a line item transfer for the Tax Assessor/Collector.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0499-004310	Advertising and Public Notices	\$1293.60
To	0100-0499-004500	Hardware maintenance	\$1293.60

17. Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.
18. Discuss, consider and take appropriate action on approving property tax collections for the month of July 2019 for the Williamson County Tax Assessor/Collector.
19. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, June 2019 Monthly Report in compliance with Code of Crim. Proc. § 103.005.
20. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, July 2019 Monthly Report in compliance with Code of Criminal Procedure § 103.005.
21. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Custodian and Sanitation Supplies and Services under RFP#1978.
22. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed qualifications for Professional Services Engineer for RM 2243 from 183A to Southwest Bypass, under RFQ1963.
23. Discuss, consider and take appropriate action on a contract with KoFile for storage of District Clerk documents.
24. Discuss, consider and take appropriate action on a Services Contract between Williamson County, Texas and Round Rock Honey Company, LLC relating to the removal of wild honeybees in the right-of-way of County Road 135 near Hutto, Texas, in the amount of \$2600, and authorizing execution of the agreement.
25. Discuss, consider and take appropriate action on approving the agreement between Williamson County and Western Broadband for Internet Service at the Florence EMS Medic Station (14955 Ranch Road 2338) for the amount of \$99.95 per month and authorizing execution of the agreement.
26. Discuss, consider and take appropriate action on approving Supplemental Agreement No. 3 for landscape architectural services between Williamson County and Design Workshop Inc., for Maintenance Building Location Adjustment and Electrical Redesign at the River Ranch Park, in the not-to-exceed amount of \$21,300.00, and authorizing execution of the agreement.
27. Discuss, consider and take appropriate action on approving a 2018 Capital Improvement Program Budget Transfer to move \$31,500 from Expo Horse Stall Barn (P474) to Expo Concession & Restrooms (P475).
28. Discuss, consider and take appropriate action regarding the closing of CR 382 and detouring traffic during waterline installation.

29. Discuss, consider and take appropriate action on approving the agreement between Mitchell 1 and Williamson County for Shopkey subscription in the amount of \$660.00, and authorize execution of the agreement.
30. Discuss, consider and take appropriate action on a Right of Entry agreement with Jacaruso Holdings, LLC for property located on CR 137 in Hutto, TX.
31. Discuss, consider and take appropriate action on approval of the final plat for the Green Haven Estates subdivision - Precinct 4.
32. Discuss, consider and take appropriate action on approval of the preliminary plat for the Enterprise Coupland Site Expansion subdivision - Precinct 4.
33. Discuss, consider and take appropriate action on an Interlocal Agreement between Williamson County and the City of Austin for design, installation, operation and maintenance of pedestrian and traffic improvements.
34. Discuss, consider and take appropriate action on the Jail Renovations Project, P411, Change Order #1 from JT Vaughn Construction in the amount of \$131,180.00 to approve Plumbing, HVAC and Intercom services. This change order is being funded by the Project Contingency.

REGULAR AGENDA

35. 10:00 A.M.. Public Hearing on the proposed 2019 tax rate of \$0.459029 per \$100 for Williamson County.
36. Receive presentation from the TxDOT Austin District Engineer.
37. Discuss, consider and take appropriate action on establishing County Holidays for FY2019-2020.
38. Discuss and take appropriate action on renewal of contract with Texas State Library for County Clerk microfilm storage and creation for 2019-2020.
39. Discuss, consider and take appropriate action on approving a 2013 Park Bond Budget Transfer to move \$413,441.34 to Expo Horse Stall Barn (P474) from Blackland Heritage Phase I (P316) of \$10,685.77, Expo Center RV Park (P464) of \$150,098.71, SW Regional Pavilion (P320) of \$15,379.01, Park Land Acquisition (P444) \$236,164.91 and Comprehensive Park Master Plan (P445) of \$1,112.94.
40. Discuss, consider and take appropriate action on awarding RFCSP#1905-323 Expo Center Pavilion to the overall best respondent Ritter, Botkin Prime Construction Company, Inc., and authorizing execution of the agreement.
41. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the General Fund.
42. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the Sheriff's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0560.004999	Miscellaneous	\$1,718.43

43. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the General Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.342235	Jury Service Reimb Fee	\$41,000.00

44. Discuss, consider and take appropriate on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the County Courts Budget.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0425.004002	Jurors, Grand Jurors, Jury Com	\$6,000.00

45. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the District Courts Budget.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0435.004002	Jurors, Grand Jurors, Jury Com	\$35,000.00

46. Receive updates on the Department of Infrastructure projects and issues.
47. Discuss, consider and take appropriate action on Contract Amendment No 2 under Williamson County Contract for Engineering Services between Alliance Transportation Group and Williamson County dated October 19, 2016 for Engineering Services for Williamson County Long-Range Transportation Plan.
48. Discuss, consider and take appropriate action on Work Authorization No 4 in the amount of \$50,000.00 to expire on October 1, 2021 under Williamson County Contract for Engineering Services between Alliance Transportation Group and Williamson County dated October 19, 2016 for Traffic Studies in Support of Williamson County Long Range Transportation Plan.
49. Discuss, consider and take appropriate action on awarding RFQ#1904-309 Professional Service Engineer for Ronald Reagan Widening to the overall most qualified respondent CP&Y, Inc. and authorizing execution of the agreement.
50. Discuss 2019-2020 Budget.

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)."

51. 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 SW 183 and SH 29 Loop.
 - b) Discuss the acquisition of real property for CR 176 at RM 2243
 - c) Discuss the acquisition of real property: CR 101
 - d) Discuss the acquisition of real property: CR 200
 - e) Discuss the acquisition of real property for County Facilities.
 - f) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
 - g) Discuss the acquisition of real property for SH 29 @ DB Wood.
 - h) Discuss the acquisition of real property for Hairy Man Rd.
 - i) Discuss the acquisition of real property for N. Mays.
 - j) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
 - k) Discuss the acquisition of real property for CR 111.
 - l) Discuss the acquisition of real property for Corridor H
 - m) Discuss the acquisition of drainage easements on the Forest North Drainage Project.
 - n) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
 - o) Discuss the acquisition of right-of-way for Corridor C.
 - p) Discuss the acquisition of right-of-way for Corridor F.
 - q) Discuss the acquisition of right-of-way for Corridor D.
 - r) Discuss the acquisition of right-of-way for Southeast Corridor.
 - s) Discuss the acquisition of right-of-way for Reagan extension.
 - t) Discuss the acquisition of property near the County landfill.
 - u) Discuss the acquisition of real property for the Brushy Creek Trail Project.
- 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.
 - h) Discuss Blue Springs Boulevard
- 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

52. 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
 - h) Project Arcos
53. 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) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
 - g) 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.
 - h) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
 - i) 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.
 - j) Erik Olmeda vs. Williamson County and Keith LNU, In the County Court at Law No. 4 of Williamson County, Texas
 - k) Cause No. 18-0903-C425/Court of Appeals Number: 01-19-00025-CV; Dee Hobbs, Williamson County Attorney v. Bill Gravell, Jr., Williamson County Judge, and Terry Cook, Cynthia Long, Valerie Covey and Russ Boles, County Commissioners; In the 425th District Court of Williamson County, Texas
 - l) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
 - m) Valerie Adams - EEOC Charge No. 450-2018-03807
 - n) 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.
 - o) 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.
 - p) BANGL Pipeline Project
 - q) 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
 - r) Claim of Dan A. Gattis for reimbursement of attorneys fees.
 - s) Property damage claim of Anthony Garcia and Victoria Garcia (Sunset Meadows Subdivision).
 - t) Case No. 1:19-cv-01607; Center for Biological Diversity v. David Bernhardt et al.; In the United States District Court for the District of Columbia
 - u) Case No. 1:19-cv-0170-LY; Anthony McMurray v. Brandy Hallford; In the United States District Court Western District of Texas
54. 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)

55. Discuss and take appropriate action concerning economic development.
56. Discuss and take appropriate action concerning real estate.
57. 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) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
 - g) 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.
 - h) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
 - i) 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.
 - j) Erik Olmeda vs. Williamson County and Keith LNU, In the County Court at Law No. 4 of Williamson County, Texas
 - k) Cause No. 18-0903-C425/Court of Appeals Number: 01-19-00025-CV; Dee Hobbs, Williamson County Attorney v. Bill Gravell, Jr., Williamson County Judge, and Terry Cook, Cynthia Long, Valerie Covey and Russ Boles, County Commissioners; In the 425th District Court of Williamson County, Texas
 - l) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
 - m) Valerie Adams - EEOC Charge No. 450-2018-03807
 - n) 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.
 - o) 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.
 - p) BANGL Pipeline Project
 - q) 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
 - r) Claim of Dan A. Gattis for reimbursement of attorneys fees.
 - s) Property damage claim of Anthony Garcia and Victoria Garcia (Sunset Meadows Subdivision).
 - t) Case No. 1:19-cv-01607; Center for Biological Diversity v. David Bernhardt et al.; In the United States District Court for the District of Columbia.
 - u) Case No. 1:19-cv-0170-LY; Anthony McMurray v. Brandy Halford; In the United States District Court Western District of Texas.
58. 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.
59. Comments from Commissioners.

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 9th day of August, 2019 at 5:00 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session

4.

Meeting Date: 08/13/2019

Line Item Transfer

Submitted For: Evelyn McLean

Submitted By: Cherie Vasquez, J.P. Pct. #3

Department: J.P. Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for Justice of the Peace, Precinct 3.

Background

In January of this year, we moved to a new building requiring an address change. Printed materials such as business cards for all staff, letterhead, letterhead envelopes, plea forms, warrant for arrest forms, pre-warrant notices, and change of address requirement forms had to be reprinted to reflect our new business address. The additional cost of having these materials reprinted caused our Printed Materials & Binding line item to be in the deficit. We are requesting that the Commissioner's Court approve a line item transfer from 01-0100-0453-004212 (Postage) into 01-0100-0453-004350 (Printed Materials & Binding) in the amount of \$1000.74.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0453-004212	Postage	\$1,000.74
To	0100-0453-004350	Printed Materials & Binding	\$1,000.74

Attachments

No file(s) attached.

Form Review

Inbox

J.P. Pct. #3 (Originator)
County Judge Exec Asst.
Budget Office
Form Started By: Cherie Vasquez
Final Approval Date: 08/05/2019

Reviewed By

Cherie Vasquez
Andrea Schiele
Ashlie Koenig

Date

08/05/2019 03:31 PM
08/05/2019 03:32 PM
08/05/2019 03:58 PM
Started On: 07/31/2019 04:07 PM

Commissioners Court - Regular Session

5.

Meeting Date: 08/13/2019

EMS LIT

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving a line item transfer for Emergency Medical Services.

Background

This line item transfer moves funds to the appropriate line item to facilitate the purchase of Life Net Asset that is used to perform maintenance on the new patient care monitors.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-005000	Capital Outlay > \$5,000	\$3,100
To	0100-0540-004210	Internet/Email Svs	\$3,100

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Budget Office

Form Started By: Michael Knipstein

Final Approval Date: 08/05/2019

Reviewed By

Andrea Schiele

Ashlie Koenig

Date

08/05/2019 03:21 PM

08/05/2019 03:58 PM

Started On: 08/05/2019 12:48 PM

Commissioners Court - Regular Session

6.

Meeting Date: 08/13/2019

Line Item Transfer for Parks Department

Submitted For: Russell Fishbeck

Submitted By: Russell Fishbeck, Parks

Department: Parks

Agenda Category: Consent

Information

Agenda Item

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

Background

Transfer of funds to accurately code the Expo Center concession's equipment purchases to the appropriate budget category.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0510-005300	Improvements >\$5,000	\$29,933.44
To	0100-0510-003001	Small Equipment & Tools	\$29,933.44

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.
Budget Office
Form Started By: Russell Fishbeck
Final Approval Date: 08/06/2019

Reviewed By

Andrea Schiele
Ashlie Koenig

Date

08/05/2019 04:15 PM
08/06/2019 10:14 AM
Started On: 08/05/2019 03:05 PM

Commissioners Court - Regular Session

7.

Meeting Date: 08/13/2019

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

Submitted For: Terron Evertson

Submitted By: Kelly Murphy, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is necessary in order to update computer equipment for paperless plan review.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-005400	Bridges	\$12,000.00
To	0200-0210-003010	Computer Equipment < \$5,000	\$12,000.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Budget Office

Form Started By: Kelly Murphy

Final Approval Date: 08/07/2019

Reviewed By

Andrea Schiele

Ashlie Koenig

Date

08/07/2019 08:19 AM

08/07/2019 03:21 PM

Started On: 08/06/2019 03:26 PM

Commissioners Court - Regular Session

8.

Meeting Date: 08/13/2019

Line Item Transfer

Submitted For: Terron Evertson

Submitted By: Kelly Murphy, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is necessary to cover the work expected to be done in FY 19 for CR 172 Mill, Seal, and Overlay.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-003541	Contract Mowing	\$200,000.00
To	0200-0210-003599	Road Constr./Maint.	\$200,000.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Budget Office

Form Started By: Kelly Murphy

Final Approval Date: 08/07/2019

Reviewed By

Andrea Schiele

Ashlie Koenig

Date

08/07/2019 08:21 AM

08/07/2019 03:22 PM

Started On: 08/06/2019 03:31 PM

Commissioners Court - Regular Session

9.

Meeting Date: 08/13/2019

Line Item Transfers for Emergency Communications

Submitted For: Scott Parker

Submitted By: Carolyn Draper, 911 Communications

Department: 911 Communications

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on line item transfers for Emergency Communications.

Background

Emergency Communications is requesting the transfer of funds to cover the expenses related to the following items: software for equipment in the response vehicles, software renewal, and expenses for staff trainings and conferences. Part of this transfer is per the adopted budget regarding the MCP report and recommendations.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0581.004998	Contingencies	\$23,640.00
To	0100.0581.004232	Trainings and Conferences	\$23,640.00
From	0100.0581.004500	Maintenance Services/Contracts	\$7,560.00
To	0100.0581.003011	Computer Software	\$2,250.00
To	0100.0581.004232	Trainings and Conferences	\$5,310.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.
Budget Office
Form Started By: Carolyn Draper
Final Approval Date: 08/08/2019

Reviewed By

Andrea Schiele
Ashlie Koenig

Date

08/08/2019 08:54 AM
08/08/2019 10:09 AM
Started On: 08/08/2019 08:28 AM

Commissioners Court - Regular Session

10.

Meeting Date: 08/13/2019

8.6 #6 LIT Correction

Submitted For: Melanie Denny

Submitted By: Melanie Denny, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

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

Background

The line item transfer approved on the August 6th Commissioner Court agenda #6. Line 01.0100.0475.003005 should have been line 01.0100.0475.003006. It was an oversight.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0475.003005	Office Furniture < \$5000	\$3,060.00
To	0100.0475.003006	Office Equipment	\$3,060.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Budget Office

Form Started By: Melanie Denny

Final Approval Date: 08/08/2019

Reviewed By

Andrea Schiele

Ashlie Koenig

Date

08/08/2019 09:55 AM

08/08/2019 10:09 AM

Started On: 08/08/2019 09:41 AM

Commissioners Court - Regular Session

11.

Meeting Date: 08/13/2019

Line Item Transfer

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for County Court at Law #3.

Background

On the 6/18/19 agenda, the court approved a line item transfer moving \$5,250 into the temp/seasonal line to employ someone until a full-time individual could be interviewed and hired. The new hire is expected to be in place by September 1st. CCL#1 is requesting three additional, 40 hour weeks of funding to get to that date.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	\$3,476.56
To	0100-0426-001107	CCL#1/Temp Labor	\$3,229.50
To	0100-0426-002010	CCL#1/FICA	\$247.06

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 08/08/2019

Reviewed By

Andrea Schiele

Date

08/08/2019 11:47 AM

Started On: 08/08/2019 10:16 AM

Commissioners Court - Regular Session

12.

Meeting Date: 08/13/2019

Line Item Transfer

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the Magistrates Office.

Background

During magistration a legal interpreter service may be utilized as is allowed by law. More interpreter dollars are needed to finish out the year. Currently the line item is in a deficit of \$371 with another bill of \$563 on its way. Any remaining dollars in the Magistrate budget are either insufficient to cover the transfer or earmarked to pay incoming invoices.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	\$2,500
to	0100-0477-004141	Magistrate/Interpreter	\$2,500

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 08/08/2019

Reviewed By

Andrea Schiele

Date

08/08/2019 11:46 AM

Started On: 08/08/2019 10:37 AM

Commissioners Court - Regular Session

13.

Meeting Date: 08/13/2019

Line Item Transfer

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for Justice of the Peace, Precinct #3.

Background

This line item transfer will cover the insufficient funds of \$11,814, a current invoice of \$52,000, as well as expected expenditures through 9/30/19.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004711	Non Dept/Tax App Dist	\$85,000
To	0100-0453-004190	JP3/Autopsies	\$85,000

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 08/08/2019

Reviewed By

Andrea Schiele

Date

08/08/2019 11:51 AM

Started On: 08/08/2019 11:11 AM

Commissioners Court - Regular Session

14.

Meeting Date: 08/13/2019

Line item Transfer for the County Courts At Law Budget

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the County Courts At Law Budget.

Background

This line item transfer is based on analysis of year to date expenditures and projected expenditures for the remainder of the fiscal year in several line items.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0425.004125	Transcripts	\$3,000.00
From	0100.0425.004136	Other/MH Cases	\$15,000.00
From	0100.0409.004998	Contingencies	\$192,768.00
To	0100.0425.004120	Competency Hearing	\$7,468.00
To	0100.0425.004131	Family Cases-Court Apptd Atty	\$38,800.00
To	0100.0425.004134	Misdemeanor Cases-Ct Apptd Att	\$162,000.00
To	0100.0425.004100	Professional Services	\$2,500.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.
Budget Office
Form Started By: Julie Kiley
Final Approval Date: 08/08/2019

Reviewed By

Andrea Schiele
Ashlie Koenig

Date

08/08/2019 11:50 AM
08/08/2019 11:55 AM
Started On: 08/08/2019 11:21 AM

Commissioners Court - Regular Session

15.

Meeting Date: 08/13/2019

Line item Transfer for District Courts Budget

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take action on a line item transfer for the District Courts Budget.

Background

This line item is based on an analysis of year to date expenditures and projected expenditures for the remainder of the fiscal year in several line items.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0435.004133	Juvenile Cases-Ct Appted Atty	\$12,000.00
From	0100.0435.004141	Interpretors	\$5,000.00
from	0100.0409.004998	Contingencies	\$289,043.00
To	0100.0435.004100	Professional Services	\$8,962.00
To	0100.0435.004120	Compentency Hearing	\$56,040.00
To	0100.0435.004125	Transcripts	\$3,703.00
To	0100.0435.004131	Family Cases-Ct Apptd Attys	\$31,728.00
To	0100.0435.004132	Criminal Cases-Ct Apptd Atty	\$205,010.00
To	0100.0435.004933	Food for Jurors	\$600.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.
Budget Office
Form Started By: Julie Kiley
Final Approval Date: 08/08/2019

Reviewed By

Andrea Schiele
Ashlie Koenig

Date

08/08/2019 11:52 AM
08/08/2019 11:55 AM
Started On: 08/08/2019 11:32 AM

Commissioners Court - Regular Session

16.

Meeting Date: 08/13/2019

Line Item Transfer

Submitted For: Larry Gaddes

Submitted By: Judy Kocian, County Tax Assessor
Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the Tax Assessor/Collector.

Background

This request is to provide funding for the renewal of hardware maintenance for the tax office Pitney Bowes folder/inserter. Two credit memos were received from Pitney Bowes indicating a double payment. After researching and numerous discussions with Pitney Bowes, it was determined that the credit memos were sent in error by Pitney Bowes and payment had not been made. This amount cover the outstanding renewal.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0499-004310	Advertising and Public Notices	\$1293.60
To	0100-0499-004500	Hardware maintenance	\$1293.60

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Budget Office

Form Started By: Judy Kocian

Final Approval Date: 08/07/2019

Reviewed By

Andrea Schiele

Ashlie Koenig

Date

08/06/2019 04:55 PM

08/07/2019 07:44 AM

Started On: 08/06/2019 09:42 AM

Commissioners Court - Regular Session

17.

Meeting Date: 08/13/2019

Compensation Items

Submitted By: Sharon Graham, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

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

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[Merit Report](#)

[Merit LIT](#)

[Merit Budget](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Sharon Graham

Final Approval Date: 08/08/2019

Reviewed By

Andrea Schiele

Date

08/08/2019 09:35 AM

Started On: 08/08/2019 08:49 AM

Department	Position	Emp Num	Current Annual Salary	Annual Merit Amt	Merit %	New Annual Salary	Pay Proposal Reason	Effective Date of Change
Juvenile Grant	Juv Therapist LSOTP Grant.1047.001100.	12692	\$66,599.78	\$3,330.08	5.00	\$69,929.86	MERIT	16-Aug-19
Commissioner 1 - admin	Exec Asst Com 1.0251.001100.	14064	\$67,768.74	\$338.78	0.50	\$68,107.52	MERIT	16-Aug-19
Commissioner 1 - admin	Office Spec Sr Pct 1.0252.001100.	14065	\$45,481.34	\$454.81	1.00	\$45,936.16	MERIT	16-Aug-19

entity	fund	dept	object	dr	cr
01	0100	0576	001100	3,330.08	
01	0100	0576	001130		3,330.08
01	0100	0211	001100	793.59	
01	0100	0211	001130		793.59

Organization	Position	Current Annual Sal	Annual Merit Amt	Periodic Merit%	Requested/New Annual Sal	PCN	Budget Amt	Merit	Adjustment Budget
Juvenile Grant	Juv Therapist LSOTP Grant.1047.001100.	66599.78	\$ 3,330.08	5.0001366	69929.86	1047	77197.38	\$ 3,330.08	\$ 80,527.46
			\$ 3,330.08						
Commissioner 1 - admin	Exec Asst Com 1.0251.001100.	67768.74	\$ 338.78	0.499906	68107.52	251	67768.74	\$ 338.78	\$ 68,107.52
Commissioner 1 - admin	Office Spec Sr Pct 1.0252.001100.	45481.3424	\$ 454.81	0.9999986	45936.1552	252	45481.34	\$ 454.81	\$ 45,936.15
			\$ 793.59						

Commissioners Court - Regular Session

18.

Meeting Date: 08/13/2019

Property Tax Collections – July 2019

Submitted For: Larry Gaddes

Submitted By: Renee Clark, County Tax Assessor
Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[070119-073119 GWI-RFM](#)

[070119-073119 GWI-RFM Graph](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Renee Clark

Final Approval Date: 08/08/2019

Reviewed By

Andrea Schiele

Date

08/08/2019 12:02 PM

Started On: 08/08/2019 11:23 AM

YEAR TO DATE - COLLECTION REPORT
Williamson County - GWI/RFM Property Taxes
July 1-31, 2019

Williamson County General Fund	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2018	\$263,787,849.87	\$1,589,552.17	\$265,377,402.04	\$977,947.37	\$40,269.02	(\$1.71)	\$1,256,994.34	\$264,120,407.70	99.53%	99.71%	100.42%
2017 & Prior Rollbacks	\$2,225,417.94	(\$211,784.59)	\$2,013,633.35	(\$18,247.16)	\$3,619.23	\$622.44	\$1,523,718.02	\$489,915.33	24.33%	33.55%	
	\$728,423.87	\$636,536.79	\$1,364,960.66	\$88,002.58	\$0.00	\$0.00	\$165,063.04	\$1,199,897.62	87.91%	88.30%	
Total All	\$266,741,691.68	\$2,014,304.37	\$268,755,996.05	\$1,047,702.79	\$43,888.25	\$620.73	\$2,945,775.40	\$265,810,220.65	98.90%	99.16%	

Williamson County RFM	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2018	\$24,985,918.49	\$158,009.71	\$25,143,928.20	\$89,105.87	\$3,826.57	(\$0.07)	\$118,395.65	\$25,025,532.55	99.53%	99.71%	100.40%
2017 & Prior Rollbacks	\$192,611.74	(\$17,797.20)	\$174,814.54	(\$1,565.22)	\$336.35	\$56.85	\$128,538.59	\$46,275.95	26.47%	36.20%	
	\$66,026.36	\$57,759.81	\$123,786.17	\$7,980.80	\$0.00	\$0.00	\$14,966.48	\$108,819.69	87.91%	88.30%	
Total All	\$25,244,556.59	\$197,972.32	\$25,442,528.91	\$95,521.45	\$4,162.92	\$56.78	\$261,900.72	\$25,180,628.19	98.97%	99.22%	

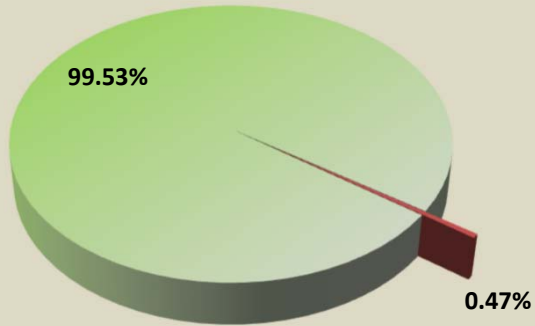
2018 COMBINED MONTHLY BREAKDOWN

Oct-18	\$291,986,248.27	\$55,422.48	\$292,041,670.75	\$6,698,736.54	\$24,058.16	\$414.39	\$285,342,519.82	\$6,699,150.93			
Nov-18	\$292,041,670.75	\$2,035,779.11	\$294,077,449.86	\$14,472,004.24	\$14,623.51	\$1,863.91	\$272,904,430.78	\$21,173,019.08			
Dec-18	\$294,077,449.86	\$76,514.79	\$294,153,964.65	\$158,358,138.96	\$60,078.22	\$727.80	\$114,622,078.81	\$179,531,885.84			
Jan-19	\$294,153,964.65	(\$57,508.46)	\$294,096,456.19	\$101,169,093.22	\$22,671.14	\$1,695.46	\$13,393,781.67	\$280,702,674.52			
Feb-19	\$294,096,456.19	\$0.00	\$294,096,456.19	\$3,821,135.46	\$187,029.58	(\$69,405.40)	\$9,642,051.61	\$284,454,404.58			
Mar-19	\$294,096,456.19	\$84,953.76	\$294,181,409.95	\$2,297,237.96	\$115,427.68	\$1.54	\$7,429,765.87	\$286,751,644.08			
Apr-19	\$294,181,409.95	\$127,325.42	\$294,308,735.37	\$818,370.83	\$90,598.10	\$1,924.41	\$6,736,796.05	\$287,571,939.32			
May-19	\$294,308,735.37	\$9,863.88	\$294,318,599.25	\$1,801,637.48	\$99,801.95	\$33,104.41	\$4,911,918.04	\$289,406,681.21			
Jun-19	\$294,318,599.25	\$68,472.45	\$294,387,071.70	\$440,268.81	\$77,436.03	(\$2.93)	\$4,403,180.43	\$289,846,947.09			
Jul-19	\$294,387,071.70	(\$51,602.56)	\$294,335,469.14	\$1,143,224.24	\$48,051.17	\$677.51	\$3,207,676.12	\$290,990,848.84			

Year to Date Collection Report October 1, 2018 - July 31, 2019

YTD Collected YTD Uncollected

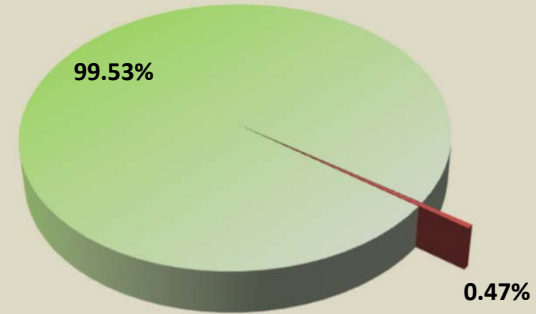
GWI



Year to Date Collection Report October 1, 2018 - July 31, 2019

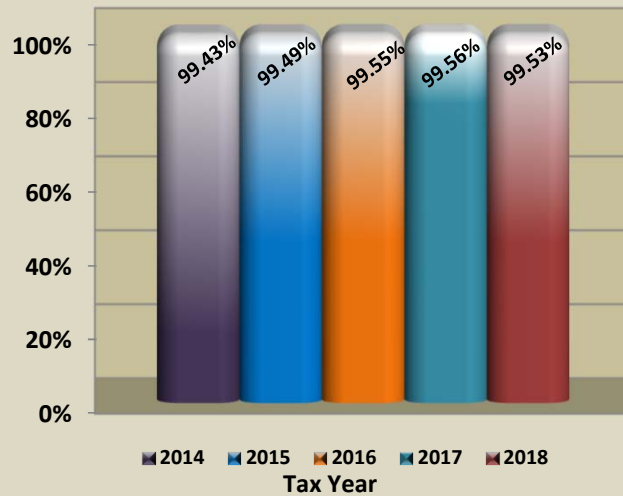
YTD Collected YTD Uncollected

RFM



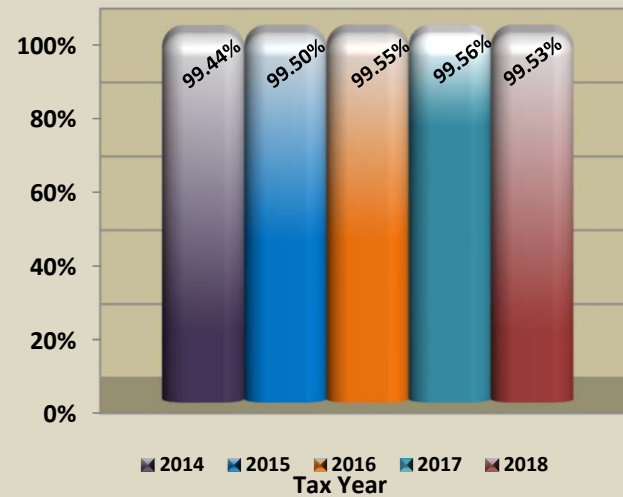
Percent of Roll Collected Comparison July 2014-2018

GWI



Percent of Roll Collected Comparison July 2014-2018

RFM



Commissioners Court - Regular Session

19.

Meeting Date: 08/13/2019

Justice of the Peace 3 JUNE 2019 Monthly Report

Submitted For: Evelyn McLean

Submitted By: Mary Alcala, J.P. Pct. #3

Department: J.P. Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, June 2019 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[CCP 103 - June 2019](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Mary Alcala

Final Approval Date: 08/05/2019

Reviewed By

Andrea Schiele

Date

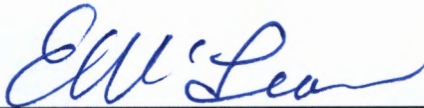
08/05/2019 04:13 PM

Started On: 07/02/2019 01:20 PM

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

**THE STATE OF TEXAS
COUNTY OF WILLIAMSON**

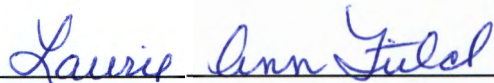
Before me, the undersigned authority, on this day personally appeared Evelyn McLean, Justice of the Peace, Precinct 3, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of June 2019.



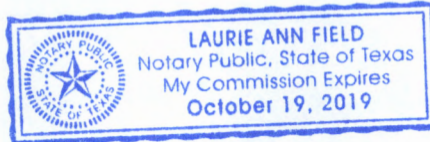


**EVELYN McLEAN
JUSTICE OF THE PEACE
PRECINCT THREE**

On this 2 day of July, 2019, to certify which witness my hand and seal of office.



**NOTARY PUBLIC
in and for the State of Texas**



Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 06/01/2019 - 06/30/2019 Case Categories: Criminal
Locations: JP3

Payment Type: Cash Bond Deposit; E-Filing Payment; ...

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207013 - Due to City of Jarrell	L-004-3-01-0100-0000-207013: 01-0100-0000-207013 - Due to City of Jarrell	11.56
01-0100-0000-207017 - Collections Agency Fee	L-004-3-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	6,354.31
01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	L-004-3-01-0100-0000-209600: 01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	1,811.35
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-3-01-0100-0000-209700: 01-0100-0000-209700 - JP COURTS-REFUNDS	14.90
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-3-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	1,913.95
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	4,319.57
01-0100-0000-341911 - CRIMINAL FEES/OFFICE, CONST 1	L-004-3-01-0100-0000-341911: 01-0100-0000-341911 - Fees of Office, Crim. Const PCT #1	117.60
01-0100-0000-341913 - CRIMINAL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341913: 01-0100-0000-341913 - Fees of Office, Crim. Const PCT #3	1,777.16
01-0100-0000-351303 - FINES, JP PCT-3	L-004-3-01-0100-0000-351303: 01-0100-0000-351303 - FINES, JP PCT #3	79,095.23
01-0100-0000-370500 - Miscellaneous Revenue	L-004-3-01-0100-0000-370500: 01-0100-0000-370500 - Miscellaneous Revenue	1.00
01-0100-0453-004002 - JP3 Juror Payments	L-004-3-01-0100-0453-004002: 01-0100-0453-004002 - JP3 Juror Payments	80.49
0100 - General Fund Total:		95,497.12
0360 - Courthouse Security Fund		
01-0360-0000-341150 - COURTHOUSE SECURITY FEES	L-004-3-01-0360-0000-341150: 01-0360-0000-341150 - Courthouse Security Fees	2,064.00
0360 - Courthouse Security Fund Total:		2,064.00
0361 - JP Security Fund		
01-0361-0000-341153 - JP 3 SECURITY FEES	L-004-3-01-0361-0000-341153: 01-0361-0000-341153 - JP 3 SECURITY FEES	687.87
0361 - JP Security Fund Total:		687.87
0367 - JP-3 Truancy Program Fund		
01-0367-0000-370000 - JP-3 Truancy Program Fees	L-004-3-01-0367-0000-370000: 01-0367-0000-370000 - JP-3 Truancy Program Fee	3,435.32
0367 - JP-3 Truancy Program Fund Total:		3,435.32
0372 - Justice Court Technology Fund		
01-0372-0000-341143 - JP 3 TECHNOLOGY FEES	L-004-3-01-0372-0000-341143: 01-0372-0000-341143 - JP #3 TECHNOLOGY FEES	2,751.98
0372 - Justice Court Technology Fund Total:		2,751.98

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 06/01/2019 - 06/30/2019 Case Categories: Criminal
Locations: JP3

Payment Type: Cash Bond Deposit; E-Filing Payment; ...

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	L-004-3-01-0399-0000-208033: 01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	1,292.06
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	26,117.66
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-3-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	2,611.32
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-3-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	3,916.36
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-3-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	2,143.98
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-3-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	47.92
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-3-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	12,776.92
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-3-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	1,305.30
01-0399-0000-208720 - SEATBELT FINES	L-004-3-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	8.45
01-0399-0000-208750 - TLFTA FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208750: 01-0399-0000-208750 - Traffic Law Failure To Appear	2,460.79
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-3-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	4,062.00
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-3-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	2,475.24
0399 - State Agency Fund Total:		59,218.00
JP BOND		
01-0100-0000-207020 - JP3 Bond Liability Account	L-004-3-02-00002: JP3 Registry Bond Account Liability	2,000.00
JP BOND Total:		2,000.00
Fee Totals for All Funds:		165,654.29

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 06/01/2019 - 06/30/2019 Case Categories: Criminal
Locations: JP3

Payment Type: Cash Bond Deposit; E-Filing Payment; ...

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
AFCA3	Arrest/Service Fee - Const. Pct. 3	14.75	4	0.00	0	0.00	0	14.75	4
AFDPS	Arrest Fee - DPS (CCP 102.011)	1,855.15	468	0.00	0	0.00	0	1,855.15	468
AFJP	Arrest Fee - Jarrell Police Department (CCP 102.011)	11.56	3	0.00	0	0.00	0	11.56	3
AFPW	Arrest Fee - Texas P&W (CCP 102.011)	67.78	14	0.00	0	0.00	0	67.78	14
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	1,481.50	380	0.00	0	0.00	0	1,481.50	380
CB	Cash Bond	2,000.00	7	0.00	0	0.00	0	2,000.00	7
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	26,117.66	840	0.00	0	0.00	0	26,117.66	840
CFINE	County Fine	79,095.23	750	0.00	0	0.00	0	79,095.23	750
CHS	Courthouse Security Fee (CCP 102.017)	2,064.00	875	0.00	0	0.00	0	2,064.00	875
CHSJC	JP Security Fee (CCP 102.017)	687.87	873	0.00	0	0.00	0	687.87	873
CJS	Criminal Judicial Support Fee (LGC 103.105)	0.51	4	0.00	0	0.00	0	0.51	4
COLLFEE	Collection Agency Fee	6,354.31	137	0.00	0	0.00	0	6,354.31	137
COPIES	Certified Copies	9.00	4	0.00	0	0.00	0	9.00	4
CRFEEOVER	Criminal Overpayment Fee	14.90	1	0.00	0	0.00	0	14.90	1
DDF	Deferred Disposition Fee	1,030.50	17	0.00	0	0.00	0	1,030.50	17
DIS	Dismissal Fee	660.00	66	0.00	0	0.00	0	660.00	66
DSC	Driver's Safety Course Fee (CCP 45.0511(f))	1,339.33	136	0.00	0	0.00	0	1,339.33	136
FNTC1	Child Safety Seat Fine Trauma Center	8.45	1	0.00	0	0.00	0	8.45	1
IDF	Indigent Defense Fee (LGC 133.107)	1,305.30	835	0.00	0	0.00	0	1,305.30	835
JCTF	Justice Court Technology Fee (CCP 102.0173)	2,751.98	875	0.00	0	0.00	0	2,751.98	875
JF	Jury Fee	0.47	3	0.00	0	0.00	0	0.47	3
JFR	Jury Reimbursement Fee (CCP 102.0045)	2,611.32	837	0.00	0	0.00	0	2,611.32	837
JFTA	Jury Failure To Appear	80.49	3	0.00	0	0.00	0	80.49	3
JS	Jury Summons Fee	0.78	3	0.00	0	0.00	0	0.78	3
JTP	Juvenile Truancy Program (CCP 102.0174)	3,435.32	870	0.00	0	0.00	0	3,435.32	870
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	646.02	820	0.00	0	0.00	0	646.02	820
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	646.04	820	0.00	0	0.00	0	646.04	820
JUSFC	Judicial Support Fund - County (LGC 133.105)	391.23	831	0.00	0	0.00	0	391.23	831
JUSFS	Judicial Support Fund - State (LGC 133.105)	3,524.62	837	0.00	0	0.00	0	3,524.62	837

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 06/01/2019 - 06/30/2019 Case Categories: Criminal
Locations: JP3

Payment Type: Cash Bond Deposit; E-Filing Payment; ...

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
LT10	Overpayments < \$10	1.00	1	0.00	0	0.00	0	1.00	1
MVF	Moving Violation Fee (CCP 102.022)	47.92	580	0.00	0	0.00	0	47.92	580
OMNI	OMNI Fee	492.23	129	0.00	0	0.00	0	492.23	129
OMNIC	OMNI Fee - County	328.11	129	0.00	0	0.00	0	328.11	129
OMNIS	OMNI Fee - State	1,640.45	131	0.00	0	0.00	0	1,640.45	131
SFC3	Service/Arrest Fee - Const. 3	5.78	4	0.00	0	0.00	0	5.78	4
SFMCWV	State Fine - Motor Carrier Weight Violation	4,062.00	8	0.00	0	0.00	0	4,062.00	8
SFOC	Service Fee - Out of County	2.60	1	0.00	0	0.00	0	2.60	1
STF	State Traffic Fee (TC 542.4031)	12,776.92	511	0.00	0	0.00	0	12,776.92	511
TP	Time Payment Fee	2.64	1	0.00	0	0.00	0	2.64	1
TPC	Time Payment Fee - County	1,143.11	208	0.00	0	0.00	0	1,143.11	208
TPS	Time Payment Fee - State	1,329.49	234	0.00	0	0.00	0	1,329.49	234
TPWF	Texas P&W Fine	1,811.35	14	0.00	0	0.00	0	1,811.35	14
UFA	Uniform Traffic Act (TC 542.403)	1,277.67	509	0.00	0	0.00	0	1,277.67	509
WARC1	Warrant Fee - Constable Pct. 1	117.60	3	0.00	0	0.00	0	117.60	3
WARC3	Warrant Fee - Constable Pct. 3	1,755.85	75	0.00	0	0.00	0	1,755.85	75
WCSCO	Williamson County Sheriff	432.45	16	0.00	0	0.00	0	432.45	16
WFDPS	Warrant Fee - DPS	221.05	12	0.00	0	0.00	0	221.05	12

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 06/01/2019 - 06/30/2019 Case Categories: Criminal
Locations: JP3

Payment Type: Cash Bond Deposit; E-Filing Payment; ...

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	165,654.29	13,880	0.00	0	0.00	0	165,654.29	13,880

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 06/01/2019 - 06/30/2019 Case Categories: Civil
 Locations: JP3

Payment Type: Cash Bond Deposit; E-Filing Payment; ...

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-341121 - E-Filing Transaction Fee (\$2)	L-004-3-01-0100-0000-341121: 01-0100-0000-341121 - E-Filing Transaction Fee (\$2)	562.00
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	5,462.75
01-0100-0000-341903 - CIVIL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341903: 01-0100-0000-341903 - Fees of Office, Const. PCT #3	7,360.00
01-0399-0000-208354 - Judicial/Court Train Fee Due to State	L-004-3-01-0399-0000-208354: 01-0399-0000-208354 - Judicial/Court Train Fee Due to State	975.00
0100 - General Fund Total:		14,359.75
0399 - State Agency Fund		
01-0399-0000-208022 - Justice Courts Civil Electronic Filing	L-004-3-01-0399-0000-208022: 01-0399-0000-208022 - JP Ct. Civil Electronic Filing Fee	1,950.00
01-0399-0000-208822 - JP CIVIL LEGAL FEE FOR INDIGEN	L-004-3-01-0399-0000-208822: 01-0399-0000-208822 - JP Civil Legal Fee for Indigent	1,170.00
0399 - State Agency Fund Total:		3,120.00
Fee Totals for All Funds:		17,479.75

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 06/01/2019 - 06/30/2019 Case Categories: Civil
Locations: JP3

Payment Type: Cash Bond Deposit; E-Filing Payment; ...

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
AB	Abstract	5.00	1	0.00	0	0.00	0	5.00	1
CCOP	Civil Copies	7.00	5	0.00	0	0.00	0	7.00	5
CERT	Certified Copy	25.75	5	0.00	0	0.00	0	25.75	5
CONT3	Constable Service Fee Pct #3	5,110.00	60	0.00	0	0.00	0	5,110.00	60
EFCR	E-Filing Cost Recovery Fee (\$2)	562.00	281	0.00	0	0.00	0	562.00	281
EFF	Electronic Filing Fee	1,950.00	196	0.00	0	0.00	0	1,950.00	196
ISF	Indigent Legal Services Fee	1,170.00	196	0.00	0	0.00	0	1,170.00	196
JCF	Civil Filing Fee	3,675.00	147	0.00	0	0.00	0	3,675.00	147
JCTF	Judicial/Court Training Fee Due to State	975.00	196	0.00	0	0.00	0	975.00	196
SCFF	Small Claims Filing Fee	1,200.00	49	0.00	0	0.00	0	1,200.00	49
TRANS	Transcript	460.00	46	0.00	0	0.00	0	460.00	46
WEXEC	Writ of Execution	15.00	3	0.00	0	0.00	0	15.00	3
WGAR	Writ of Garnishment	10.00	2	0.00	0	0.00	0	10.00	2
WPOSS	Writ of Possession	65.00	13	0.00	0	0.00	0	65.00	13
WSF3	JP3 - Writ Service Fee	2,250.00	15	0.00	0	0.00	0	2,250.00	15

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 06/01/2019 - 06/30/2019 Case Categories: Civil
 Locations: JP3

Payment Type: Cash Bond Deposit; E-Filing Payment; ...

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	17,479.75	1,215	0.00	0	0.00	0	17,479.75	1,215

Commissioners Court - Regular Session

20.

Meeting Date: 08/13/2019

Justice of the Peace 3 JULY 2019 Monthly Report

Submitted For: Evelyn McLean

Submitted By: Mary Alcala, J.P. Pct. #3

Department: J.P. Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, July 2019 Monthly Report in compliance with Code of Criminal Procedure § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

CCP 103 - July 2019

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Mary Alcala

Final Approval Date: 08/05/2019

Reviewed By

Andrea Schiele

Date

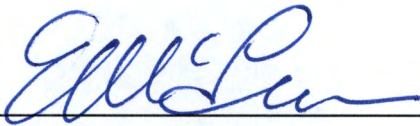
08/05/2019 03:14 PM

Started On: 08/05/2019 01:55 PM

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

**THE STATE OF TEXAS
COUNTY OF WILLIAMSON**

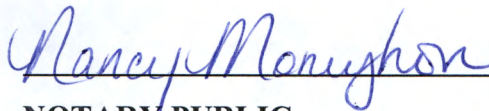
Before me, the undersigned authority, on this day personally appeared Evelyn McLean, Justice of the Peace, Precinct 3, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of July, 2019.



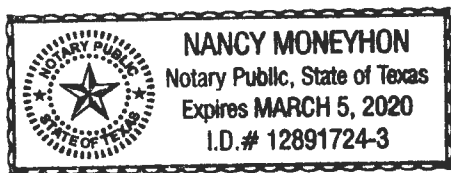


**EVELYN McLEAN
JUSTICE OF THE PEACE
PRECINCT THREE**

On this 5th day of August 2019, to certify which witness my hand and seal of office.



**NOTARY PUBLIC
in and for the State of Texas**



Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 07/01/2019 - 07/31/2019 Case Categories: Criminal
Locations: JP3

Payment Type: Cash Bond Deposit; E-Filing Payment; ...

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
AFCA3	Arrest/Service Fee - Const. Pct. 3	17.22	4	0.00	0	0.00	0	17.22	4
AFDPS	Arrest Fee - DPS (CCP 102.011)	2,012.04	497	0.00	0	0.00	0	2,012.04	497
AFJP	Arrest Fee - Jarrell Police Department (CCP 102.011)	30.67	7	0.00	0	0.00	0	30.67	7
AFLCR	Arrest Fee - Lower Colorado River Authority	5.00	1	0.00	0	0.00	0	5.00	1
AFPW	Arrest Fee - Texas P&W (CCP 102.011)	45.56	10	0.00	0	0.00	0	45.56	10
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	1,636.29	403	0.00	0	0.00	0	1,636.29	403
CB	Cash Bond	500.00	2	0.00	0	0.00	0	500.00	2
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	28,700.53	893	0.00	0	0.00	0	28,700.53	893
CFINE	County Fine	81,940.58	829	0.00	0	0.00	0	81,940.58	829
CHS	Courthouse Security Fee (CCP 102.017)	2,263.43	931	0.00	0	0.00	0	2,263.43	931
CHSJC	JP Security Fee (CCP 102.017)	754.55	930	0.00	0	0.00	0	754.55	930
CJS	Criminal Judicial Support Fee (LGC 103.105)	0.94	4	0.00	0	0.00	0	0.94	4
COLLFEE	Collection Agency Fee	6,739.83	132	0.00	0	0.00	0	6,739.83	132
COPIES	Certified Copies	23.00	9	0.00	0	0.00	0	23.00	9
COPY	Copies	2.50	4	0.00	0	0.00	0	2.50	4
CRFEEOVER	Criminal Overpayment Fee	0.00	1	0.00	0	0.00	0	0.00	1
DDF	Deferred Disposition Fee	431.90	12	0.00	0	0.00	0	431.90	12
DIS	Dismissal Fee	870.00	88	0.00	0	0.00	0	870.00	88
DSC	Driver's Safety Course Fee (CCP 45.0511(f))	1,304.64	135	0.00	0	0.00	0	1,304.64	135
FNTC1	Child Safety Seat Fine Trauma Center	368.20	7	0.00	0	0.00	0	368.20	7
IDF	Indigent Defense Fee (LGC 133.107)	1,434.12	889	0.00	0	0.00	0	1,434.12	889
JCTF	Justice Court Technology Fee (CCP 102.0173)	3,018.10	931	0.00	0	0.00	0	3,018.10	931
JF	Jury Fee	0.94	3	0.00	0	0.00	0	0.94	3
JFR	Jury Reimbursement Fee (CCP 102.0045)	2,869.75	891	0.00	0	0.00	0	2,869.75	891
JFTA	Jury Failure To Appear	105.68	3	0.00	0	0.00	0	105.68	3
JS	Jury Summons Fee	1.56	3	0.00	0	0.00	0	1.56	3
JTP	Juvenile Truancy Program (CCP 102.0174)	3,764.53	926	0.00	0	0.00	0	3,764.53	926
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	710.95	877	0.00	0	0.00	0	710.95	877
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	710.94	877	0.00	0	0.00	0	710.94	877

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 07/01/2019 - 07/31/2019 Case Categories: Criminal
Locations: JP3

Payment Type: Cash Bond Deposit; E-Filing Payment; ...

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
JUSFC	Judicial Support Fund - County (LGC 133.105)	429.57	887	0.00	0	0.00	0	429.57	887
JUSFS	Judicial Support Fund - State (LGC 133.105)	3,873.39	891	0.00	0	0.00	0	3,873.39	891
LT10	Overpayments < \$10	5.90	2	0.00	0	0.00	0	5.90	2
MVF	Moving Violation Fee (CCP 102.022)	52.11	619	0.00	0	0.00	0	52.11	619
OMNI	OMNI Fee	443.25	104	0.00	0	0.00	0	443.25	104
OMNIC	OMNI Fee - County	295.55	104	0.00	0	0.00	0	295.55	104
OMNIS	OMNI Fee - State	1,477.60	104	0.00	0	0.00	0	1,477.60	104
SFC1	Service/Arrest Fee - Const. 1	5.00	1	0.00	0	0.00	0	5.00	1
SFC2	Service/Arrest Fee - Const. 2	10.92	2	0.00	0	0.00	0	10.92	2
SFC3	Service/Arrest Fee - Const. 3	21.56	7	0.00	0	0.00	0	21.56	7
SFMCWV	State Fine - Motor Carrier Weight Violation	1,535.00	6	0.00	0	0.00	0	1,535.00	6
STF	State Traffic Fee (TC 542.4031)	14,421.19	565	0.00	0	0.00	0	14,421.19	565
TCPF	Teen Court Program Fees - Juvenile (CCP 45.052(g))	2.96	1	0.00	0	0.00	0	2.96	1
TP	Time Payment Fee	1.32	1	0.00	0	0.00	0	1.32	1
TPC	Time Payment Fee - County	525.91	123	0.00	0	0.00	0	525.91	123
TPS	Time Payment Fee - State	1,123.90	203	0.00	0	0.00	0	1,123.90	203
TPWF	Texas P&W Fine	453.05	9	0.00	0	0.00	0	453.05	9
UFA	Uniform Traffic Act (TC 542.403)	1,442.09	564	0.00	0	0.00	0	1,442.09	564
WARC1	Warrant Fee - Constable Pct. 1	180.74	5	0.00	0	0.00	0	180.74	5
WARC3	Warrant Fee - Constable Pct. 3	1,342.25	55	0.00	0	0.00	0	1,342.25	55
WARC4	Warrant Fee - Constable Pct. 4	100.00	2	0.00	0	0.00	0	100.00	2
WCSO	Williamson County Sheriff	332.03	14	0.00	0	0.00	0	332.03	14
WFDPS	Warrant Fee - DPS	179.42	5	0.00	0	0.00	0	179.42	5

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 07/01/2019 - 07/31/2019 Case Categories: Criminal
 Locations: JP3

Payment Type: Cash Bond Deposit; E-Filing Payment; ...

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	168,518.16	14,573	0.00	0	0.00	0	168,518.16	14,573

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 07/01/2019 - 07/31/2019 Case Categories: Criminal
Locations: JP3

Payment Type: Cash Bond Deposit; E-Filing Payment; ...

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207013 - Due to City of Jarrell	L-004-3-01-0100-0000-207013: 01-0100-0000-207013 - Due to City of Jarrell	30.67
01-0100-0000-207017 - Collections Agency Fee	L-004-3-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	6,739.83
01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	L-004-3-01-0100-0000-209600: 01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	453.05
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-3-01-0100-0000-209700: 01-0100-0000-209700 - JP COURTS-REFUNDS	0.00
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-3-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	1,968.32
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	4,080.07
01-0100-0000-341911 - CRIMINAL FEES/OFFICE, CONST 1	L-004-3-01-0100-0000-341911: 01-0100-0000-341911 - Fees of Office, Crim. Const PCT #1	185.74
01-0100-0000-341912 - CRIMINAL FEES/OFFICE, CONST 2	L-004-3-01-0100-0000-341912: 01-0100-0000-341912 - Fees of Office, Crim. Const PCT #2	10.92
01-0100-0000-341913 - CRIMINAL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341913: 01-0100-0000-341913 - Fees of Office, Crim. Const PCT #3	1,382.59
01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4	L-004-3-01-0100-0000-341914: 01-0100-0000-341914 - Fees of Office, Crim. Const PCT #4	100.00
01-0100-0000-351303 - FINES, JP PCT-3	L-004-3-01-0100-0000-351303: 01-0100-0000-351303 - FINES, JP PCT #3	81,940.58
01-0100-0000-370500 - Miscellaneous Revenue	L-004-3-01-0100-0000-370500: 01-0100-0000-370500 - Miscellaneous Revenue	5.90
01-0100-0453-004002 - JP3 Juror Payments	L-004-3-01-0100-0453-004002: 01-0100-0453-004002 - JP3 Juror Payments	105.68
0100 - General Fund Total:		97,003.35
0353 - Teen Court Program Fees		
01-0353-0000-341916 - Teen Court Program Fees	L-004-3-01-0353-0000-341916: 01-0353-0000-341916 - Teen Court Program Fees	2.96
0353 - Teen Court Program Fees Total:		2.96
0360 - Courthouse Security Fund		
01-0360-0000-341150 - COURTHOUSE SECURITY FEES	L-004-3-01-0360-0000-341150: 01-0360-0000-341150 - Courthouse Security Fees	2,263.43
0360 - Courthouse Security Fund Total:		2,263.43
0361 - JP Security Fund		
01-0361-0000-341153 - JP 3 SECURITY FEES	L-004-3-01-0361-0000-341153: 01-0361-0000-341153 - JP 3 SECURITY FEES	754.55
0361 - JP Security Fund Total:		754.55
0367 - JP-3 Truancy Program Fund		
01-0367-0000-370000 - JP-3 Truancy Program Fees	L-004-3-01-0367-0000-370000: 01-0367-0000-370000 - JP-3 Truancy Program Fee	3,764.53
0367 - JP-3 Truancy Program Fund Total:		3,764.53

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 07/01/2019 - 07/31/2019 Case Categories: Criminal
Locations: JP3

Payment Type: Cash Bond Deposit; E-Filing Payment; ...

G/L Account	G/L Account Number	Fee Totals
0372 - Justice Court Technology Fund		
01-0372-0000-341143 - JP 3 TECHNOLOGY FEES	L-004-3-01-0372-0000-341143: 01-0372-0000-341143 - JP #3 TECHNOLOGY FEES	3,018.10
0372 - Justice Court Technology Fund Total:		3,018.10
0399 - State Agency Fund		
01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	L-004-3-01-0399-0000-208033: 01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	1,421.89
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	28,700.53
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-3-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	2,869.75
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-3-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	4,303.90
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-3-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	2,237.02
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-3-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	52.11
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-3-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	14,421.19
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-3-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	1,434.12
01-0399-0000-208720 - SEATBELT FINES	L-004-3-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	368.20
01-0399-0000-208750 - TLFTA FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208750: 01-0399-0000-208750 - Traffic Law Failure To Appear	2,216.40
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-3-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	1,535.00
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-3-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	1,651.13
0399 - State Agency Fund Total:		61,211.24
JP BOND		
01-0100-0000-207020 - JP3 Bond Liability Account	L-004-3-02-00002: JP3 Registry Bond Account Liability	500.00
JP BOND Total:		500.00
Fee Totals for All Funds:		168,518.16

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 07/01/2019 - 07/31/2019 Case Categories: Civil
Locations: JP3

Payment Type: Cash Bond Deposit; E-Filing Payment; ...

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
AB	Abstract	10.00	3	0.00	0	0.00	0	10.00	3
CCOP	Civil Copies	21.25	14	0.00	0	0.00	0	21.25	14
CERT	Certified Copy	27.00	7	0.00	0	0.00	0	27.00	7
CONT3	Constable Service Fee Pct #3	7,140.00	81	0.00	0	0.00	0	7,140.00	81
EFCR	E-Filing Cost Recovery Fee (\$2)	720.00	360	0.00	0	0.00	0	720.00	360
EFF	Electronic Filing Fee	1,940.00	195	0.00	0	0.00	0	1,940.00	195
ISF	Indigent Legal Services Fee	1,164.00	195	0.00	0	0.00	0	1,164.00	195
JCF	Civil Filing Fee	4,125.00	166	0.00	0	0.00	0	4,125.00	166
JCTF	Judicial/Court Training Fee Due to State	965.00	194	0.00	0	0.00	0	965.00	194
SCFF	Small Claims Filing Fee	725.00	29	0.00	0	0.00	0	725.00	29
WPOSS	Writ of Possession	45.00	8	0.00	0	0.00	0	45.00	8
WSF3	JP3 - Writ Service Fee	1,200.00	8	0.00	0	0.00	0	1,200.00	8

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 07/01/2019 - 07/31/2019 Case Categories: Civil
Locations: JP3

Payment Type: Cash Bond Deposit; E-Filing Payment; ...

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	18,082.25	1,260	0.00	0	0.00	0	18,082.25	1,260

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 07/01/2019 - 07/31/2019 Case Categories: Civil
 Locations: JP3

Payment Type: Cash Bond Deposit; E-Filing Payment; ...

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-341121 - E-Filing Transaction Fee (\$2)	L-004-3-01-0100-0000-341121: 01-0100-0000-341121 - E-Filing Transaction Fee (\$2)	720.00
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	4,953.25
01-0100-0000-341903 - CIVIL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341903: 01-0100-0000-341903 - Fees of Office, Const. PCT #3	8,340.00
01-0399-0000-208354 - Judicial/Court Train Fee Due to State	L-004-3-01-0399-0000-208354: 01-0399-0000-208354 - Judicial/Court Train Fee Due to State	965.00
0100 - General Fund Total:		14,978.25
0399 - State Agency Fund		
01-0399-0000-208022 - Justice Courts Civil Electronic Filing	L-004-3-01-0399-0000-208022: 01-0399-0000-208022 - JP Ct. Civil Electronic Filing Fee	1,940.00
01-0399-0000-208822 - JP CIVIL LEGAL FEE FOR INDIGEN	L-004-3-01-0399-0000-208822: 01-0399-0000-208822 - JP Civil Legal Fee for Indigent	1,164.00
0399 - State Agency Fund Total:		3,104.00
Fee Totals for All Funds:		18,082.25

Commissioners Court - Regular Session

21.

Meeting Date: 08/13/2019

Advertisement Approval 1978 RFP Custodian and Sanitation Supplies and Services

Submitted For: Randy Barker

Submitted By: Thomas Skiles, 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 Custodian and Sanitation Supplies and Services under RFP#1978.

Background

The purpose of this solicitation is to define the custodial services requirements for various facilities owned and operate by Williamson County. The objectives are to secure a timely, consistent, and cost effective custodial contract from qualified contractors, to ensure clean and safe facilities for Williamson County. Contractor shall be responsible for the management and supervision of the cleaning/custodial functions at various locations located throughout Williamson County, and shall provide a quality-assurance system for personnel management. The work covered in this specification includes furnishing all labor, equipment, and supplies necessary for complete custodial services. It shall be understood that in addition to these services, all tasks incidental to cleaning functions not specifically listed herein but normally included in general custodial practices shall be provided. Williamson County shall consider innovative solutions and alternatives that will best accomplish the desired outcome.

Initial contract term 2 years with 4 annual renewal options. Estimated annual expense \$2,500,000.00. Funding source 01.0100.0509.004962. This contract will begin with the FY2020 budget. Department point of contact Dale Butler.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Thomas Skiles
Final Approval Date: 08/08/2019

Reviewed By

Kerstin Hancock
Andrea Schiele

Date

08/08/2019 09:06 AM
08/08/2019 09:27 AM
Started On: 08/07/2019 10:44 AM

Commissioners Court - Regular Session

22.

Meeting Date: 08/13/2019

Authorize Issuance of RFQ 1963 Professional Services- Engineer for RM 2243 from 183A to Southwest Bypass

Submitted For: Randy Barker

Submitted By: Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed qualifications for Professional Services Engineer for RM 2243 from 183A to Southwest Bypass, under RFQ1963.

Background

Williamson County is soliciting qualifications of engineering firms interested in providing engineering services to assist Williamson County staff in the development of RM 2243 from 183A to Southwest Bypass as identified in the County's long-range transportation plan. RM 2243 will be a proposed controlled access expressway consisting of mainlanes and frontage road lanes in each direction

The point of contact is Bob Daigh and Funding Source: CAMPO; Road Bonds.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Johnny Grimaldo
Final Approval Date: 08/08/2019

Reviewed By

Kerstin Hancock
Andrea Schiele

Date

08/08/2019 11:09 AM
08/08/2019 11:57 AM
Started On: 08/08/2019 08:15 AM

Commissioners Court - Regular Session

23.

Meeting Date: 08/13/2019

Discuss, consider and approve contract for storage of District Clerk documents/film of the District Clerk records

Submitted For: Lisa David

Submitted By: Lisa David, District Clerk

Department: District Clerk

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a contract with KoFile for storage of District Clerk documents.

Background

The documents will now be stored with Kofile in Dallas, Texas. Previously the documents were stored with Iron Mountain, but due to customer service issues as well as being more expensive, I have chosen to go with KoFile to house these documents. The price of storage by Iron Mountain was \$3709.00 and KoFile is going to be \$479.00 and after cessation services rate will be \$2000.00 per year. I have sent to legal and purchasing and was approved to form pending commissioner court action.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[revised KoFile Contract](#)

Form Review

Inbox

Hal Hawes
County Judge Exec Asst.
District Clerk (Originator)
Form Started By: Lisa David
Final Approval Date: 08/06/2019

Reviewed By

Hal Hawes
Andrea Schiele
Lisa David

Date

08/05/2019 03:18 PM
08/05/2019 03:43 PM
08/06/2019 04:24 PM
Started On: 08/05/2019 11:48 AM

August 6, 2019

Honorable Lisa David
Williamson County District Clerk
P.O. Box 24
Georgetown, TX 78627

RE: Film Storage and Analysis

Dear Hon. Lisa David,

This proposal addresses the archival storage of 19 boxes of microfilm rolls as maintained by the Williamson County District Clerk's Office. Proposed services include film storage and inventory and analysis of film. Film storage is available at the Kofile facility—in an archival Media Vault with climate and storage standards in accordance with the Texas State Library Commission recommendations. Please note that all pricing is good for 90 days from the date of this quote.

Location of Work

Our Dallas facility is a fire-resistant brick and concrete building with structural steel support members, and fire-rated walls, ceiling, and flooring.

The Kofile facility is F5 Tornado Resistant according to an architectural assessment preformed by Tanner Consulting, January 2010

Due to the sensitive nature of the data, Kofile provides multiple security measures. Kofile combines a 24/7 manned on-site security person with electronic surveillance. A state-of-the-art security system protects the entire building. In addition to the Motion Detector Security System, Kofile follows rigorous end-of-day closing and lock-down inspection protocol.

Regulated Facility Environment

Year-round relative humidity lower than 50 percent is recommended for all film types. Kofile's current isolated dual redundant HVAC system maintains a relative humidity of below 30 percent and a



Williamson County is welcome to inspect the Kofile facility—with or without notice—at any time.

6300 CEDAR SPRINGS ROAD, DALLAS, TEXAS 75235
P: 214/442.6668 F: 214/442.6669 WWW.KOFILE.COM

constant temperature of below 60°F. A limit of 40% is suggested for silver-gelatin films to curtail the possibility of microscopic blemishes from silver oxidation. Temperature and humidity are monitored in real time by Kofile technicians to make sure all systems are operating properly. Analog monitoring machines are installed in the vault areas as a backup in case of a digital monitoring failure or power outage. Interior vault areas are HEPA-vacuum cleaned weekly to minimize dust settling as well as stage 3 filters on the air intakes of the HVAC system. All storage units are of steel construction with the appropriate powder-coated finish to eliminate off-gassing.

Our current storage environment exceeds the ANSI/NAPM IT9.11-1993 and ANSI/PIMA IT9.2-1998 specifications for conditions for archival storage of film.

Archival Storage

Kofile provides storage for microfilm, microfiche, and other data. The Kofile facility has a vault specifically designed for the storage of microfilm—see *pictured right*. It is protected by a Level 5 secure and fire resistant vault door with a 4-Hour UL Rating of at least 350°F. This vault is regulated by an independent HVAC system which monitors humidity, temperature, and controls airborne particulate (monitored by analog methods).



Kofile annually performs spot tests to safeguard against contagious contaminations, such as Vinegar Syndrome, mold, mildew, and/or Redox. Acetate Base Film is separated from Polyester Base Film and stored in separate storage boxes as recommended by EPM to eliminate contamination. Kofile can retrieve microfilm/data and transmit requested data. The customer owns the stored microfilm. Kofile will not sell or in any way distribute the microfilm/data.

Archival Microfilm Creation

Kofile provides the Best Value for this project. Kofile works closely with Eastman Park Micrographics, Inc. (EPM) formerly a division of Eastman Kodak Company, as our parent company affiliate owns and operates it. With Kofile, Williamson County has access to the world's foremost microfilm experts, leaders, technology, and machines. Kofile's history in providing services to government and meeting precise records management requirements is exceptional.

Kofile will create security back-ups on EPM's Archival LE 500 Silver Microfilm from the digitized and processed images. All microfilming procedures are archival quality and produced according to ANSI Standards. Images are scanned with the correct compression, no proprietary headers, and with the proper scaling.

Term of Agreement

The initial term of this Agreement shall commence when the film is placed within Kofile's facility and shall automatically renew each year thereafter unless either party hereto gives the other party written notice of its decision to terminate this agreement at the end of the then current term not less than thirty (30) days prior to the expiration of each one (1) year term.

Payment

The County agrees to pay Kofile's invoices in full within 30 days of the date of invoice, billed annually. Any and all charges may be adjusted by Kofile after the initial term of this agreement upon ninety (90) days prior written notice to the County. The storage charges are calculated on the estimated 450 rolls of microfilm being stored at the beginning of each one (1) year term under this Agreement. Any additional records for storage will be subject to additional charges for services.

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 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 County in accordance with Texas Government Code §2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in *The Wall Street Journal* on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

Ownership of County Records

All of the records shall remain the property of the Williamson County District Clerk's Office. The records shall not be used by Kofile other than in connection with providing the Services pursuant to this Agreement, or disclosed, sold, assigned, leased or otherwise provided to third parties by Kofile, or commercially exploited by or on behalf of Kofile, its employees, officers, agents, invitees, or assigns, in any respect. Kofile shall not destroy any Records.

Limitation of Liability

To the extent authorized under Texas law, Kofile's liability, if any, to the County for any loss or damage to the stored data, regardless of the cause thereof, is expressly and solely limited to the actual cost of a new replacement item of the same type and quality as the lost or damaged item. Kofile will not be liable for incidental, special, consequential or any other type of damages, even if advised of the possibility of such damages. The limitation of Kofile's liability will apply regardless of the form of action whether in law or in equity, or whether in contract or in tort, including negligence. Kofile shall not be liable for any damages due to causes beyond the control of Kofile including, but not limited to, acts of God.

No Waiver of Sovereign Immunity or Powers

Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of Williamson County, the Williamson County Commissioners Court, or the Williamson County Judge.

Lien in Favor of Kofile

Kofile shall be entitled to all of the rights, benefits, and privileges by and under Section 7.209 of the Uniform Code of the State of Texas. Kofile shall not be required to release and/or return to Customer any records in Kofile's possession until all amounts due Kofile by the County have been paid in full.

Mediation

The parties agree to use mediation for dispute resolution prior to formal legal action being taken on this Contract.

Governing Law and Venue

This Agreement and the obligations and understanding of the parties hereunder will be determined to be performable in Williamson County, Texas. This Agreement shall be governed by, enforced under and construed in accordance with the laws of the State of Texas without regard to any conflict-of-laws principles. Any court action brought under this Agreement must be brought in Williamson County, Texas.

Right to Audit

Kofile agrees that Williamson 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 Kofile which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Kofile agrees that County shall have access during normal working hours to all necessary Kofile 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 Kofile reasonable advance notice of intended audits.

Termination for Convenience

The Williamson County District Clerk may terminate storage services being performed by Kofile under this Agreement, in whole or in part, for convenience, by delivering to Kofile written notice of termination at least thirty (30) days in advance of the end of the then current term under the Agreement, specifying the extent of termination of storage services and the effective date. In such event, the County's liability for payment to Kofile shall be limited to the contract price for all services delivered to and accepted by the County prior to the effective date of termination of such services.

Entire Agreement

This Agreement embodies the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes any prior agreements or understandings between the parties relating to the subject matter hereof.



PROJECT PRICE QUOTE

This quote is presented via Kofile's TXMAS Contract No. **TXMAS-18-3602**. To purchase via TXMAS, please reference this contract number on the County's Purchase Order. Pricing is available on an monthly or annual basis. Without a signed Agreement, pricing is good for 90 days from the date of this proposal.


Upon purchase of a TXMAS project, the County reports the order on the TxSmartBuy System <www.txsmartbuy.com/>. Williamson County's CO-OP Listing per the Texas Comptroller of Public Accounts' (CPA) website:

CO-OP #	C2460
Expiration	31-MAY-2020

Kofile can prepare a 'Shopping Cart' in TxSmartBuy <www.txsmartbuy.com/> and 'share' it with the County to complete its purchase.

WILLIAMSON COUNTY DISTRICT CLERK MICROFILM CREATION & VAULT STORAGE PRICE QUOTE/TXMAS LINE ITEMS					
PART NO.	NIGP	SERVICE DESCRIPTION	UNIT PRICE	QTY	LINE TOTAL
STANDARD SERVICES					
MSP712	91568	Transfer, Inspection, and Re-Inventory of 19 boxes of microfilm rolls	\$507.61/Each (One Time)	1	\$507.61
VAULT002	42574	Storage of 19 boxes of microfilm rolls	\$2.09/Each (Roll/Year)	228	\$476.52

SUPPLEMENTAL SERVICES					
MSP713	42574	Pull microfilm roll from storage for delivery to the County	\$25.00/Roll	TBD	
MSP714	42574	Scan document on microfilm for digital transfer via email, FTP, or hardcopy	\$25.00/Document Request		
MMC701	91568	Optional: 16 mm microfilm creation	\$0.05/image		

COUNTY ACCEPTANCE	
KOFILE TECHNOLOGIES, INC.	WILLIAMSON COUNTY, TX
 Signature	_____ Signature
John D. Woolf / Executive Vice President Printed Name/Title	_____ Printed Name/Title
8/6/19 Date	_____ Date

Pricing Includes:

- *Microfilm storage in Kofile's climate-controlled, archival Media Vault.*
- *Storage of 19 boxes of microfilm rolls*
 - *Inventory contents upon arrival.*
 - *Perform Sample Microfilm Condition Analysis to check for measles, redox, vinegar syndrome, etc.*
 - *Store film in Kofile's climate-controlled Media Vault.*

Terms & Conditions for No Charge Agreement—Film storage services are provided at a discounted cost of \$476.52 per year after the initial \$507.61 fee while the Williamson County District Clerk's Office is engaged in contracted services with Kofile. Specific terms of service include:

- *After cessation of contracted services, charges for film storage will increase to the non-discounted rate of \$2,000.00 per year, at which point the Williamson County District Clerk may choose to move contents to another location. There is no cost to remove the County's contents, but the County will need to provide transportation for the move.*

Please let us know if you have any questions. We look forward to serving Williamson County once again.

Sincerely,

Miriam Gray

Miriam Gray

Account Manager

miriam.gray@kofile.com

cec

Commissioners Court - Regular Session

24.

Meeting Date: 08/13/2019

Approving Round Rock Honey Service Contract

Submitted For: Randy Barker

Submitted By: Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a Services Contract between Williamson County, Texas and Round Rock Honey Company, LLC relating to the removal of wild honeybees in the right-of-way of County Road 135 near Hutto, Texas, in the amount of \$2600, and authorizing execution of the agreement.

Background

There were two existing hives in the Right of Way of County Road 135, Hutto, TX, adjacent to Hutto Lutheran Cemetery. The hives were maintaining defensive zones of up to 40' each, which was definitely a characteristic of Africanized bees. They were new hives and were very vigorous and would have likely grown in size exponentially. Because of the many trees and creek nearby, there was a good possibility of more swarms entering six fence pillars in the Right of Way of County Road 135 that were inhabited by bees, and possibly a nearby gazebo, underneath tombstones that are slightly tilted, nearby trees, and the cemetery sign. To protect public health, safety and welfare, areas within the right of way had to be bee-proofed and the bees were safely removed. Point of contact is Hal Hawes. Funding source 01.0100.0409.004999. This is charged to the 2019 FY budget.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Contract

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Thomas Skiles
Final Approval Date: 08/08/2019

Reviewed By

Kerstin Hancock
Andrea Schiele

Date

08/08/2019 08:36 AM
08/08/2019 08:47 AM
Started On: 08/06/2019 08:57 AM

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

SERVICES CONTRACT

THIS SERVICES CONTRACT (“Contract”) is made and entered into by and between **Williamson County, Texas** (“County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Round Rock Honey Company, LLC** (“Service Provider”). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain 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 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. 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.

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.

III.

No Assignment: Service Provider may not assign this Contract.

Exhibit "A"

Bee Removal and Bee-Proofing of Existing Structures

Service provider: Round Rock Honey Company, LLC
1308 Chisholm Trail
Round Rock, TX 78681

Date: July 12, 2019

Location: Right of Way of County Road 135, Hutto, TX (Adjacent to Hutto Lutheran Cemetery)

The two existing hives in the Right of Way of County Road 135, Hutto, TX, being adjacent to Hutto Lutheran Cemetery, appear to maintain defensive zones of up to 40' each, which is definitely a characteristic of Africanized bees. They are relatively new hives, are very vigorous, and will most likely grow in size exponentially over the coming weeks.

Because of the many trees and creek nearby, there is a good possibility of more swarms entering six of the fence pillars in the Right of Way of County Road 135 that are presently not inhabited by bees, and possibly the gazebo, underneath tombstones that are slightly tilted, nearby trees, and the cemetery sign.

Services and Associated Costs:

- Initial bee-proofing of 8 limestone block pillar supports for fencing in the Right of Way of County Road 135 with copper mesh inserts, Bee B-Gone, non-toxic filler foam: \$2600

WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

Bill Gravell, Jr., County Judge

Date: _____, 20__

SERVICE PROVIDER:

Round Rock Honey Company, LLC

Authorized Signature

Printed Name

Title

Date: 8-1, 2019

Commissioners Court - Regular Session

25.

Meeting Date: 08/13/2019

Approving Agreement With Western Broadband For Internet Service

Submitted For: Randy Barker

Submitted By: Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the agreement between Williamson County and Western Broadband for Internet Service at the Florence EMS Medic Station (14955 Ranch Road 2338) for the amount of \$99.95 per month and authorizing execution of the agreement.

Background

This agreement is for Internet Service at the new Florence EMS Medic Station. Monthly service amount is \$99.95 with an initial installation fee of \$199.00. This provider is the only provider available for this area. Department point of contact is Richard Semple. Funding source 01.0100.0503.004210. This will be charged to the FY2019 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Agreement

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Thomas Skiles
Final Approval Date: 08/08/2019

Reviewed By

Kerstin Hancock
Andrea Schiele

Date

08/08/2019 11:06 AM
08/08/2019 11:54 AM
Started On: 08/06/2019 09:09 AM



12113 Roxie Dr., Suite 200
Austin, Texas 78729
Phone: (512) 257-1077

<http://www.westernbroadband.com>
support@ecpi.com

This WIRELESS DEDICATED ACCESS AGREEMENT (the "agreement") is entered into this 13th day of August, 2019 between Western Broadband ("WB"), and Williamson County ("CUSTOMER").

1. WB shall provide CUSTOMER a shared connection to the Internet from WB's best available Point of Presence (POP), with bandwidth speeds based on the actively selected plan – the current plan speeds are as listed below (the "Connection"). CUSTOMER shall pay WB the sum of \$99.95 per month during the term hereof plus a one-time service fee of \$199 which shall be due on the Activation Date.
2. All equipment installed (radio, wires, mounting hardware and antenna) is and will remain property of WB.
3. WB requires 12 month(s) of service agreement from the day the service is delivered.
4. This agreement shall commence on the date the Connection is activated (the "Activation Date") [date] for a term ending on [date plus term above] at which time this agreement shall automatically renew for successive 1 month terms unless terminated by either party at least 30 days prior to the then current date for termination. WB reserves the right to change its rates for any renewal term by notifying CUSTOMER at least 30 days in advance of the effective date of such a rate change.
5. WB reserves the right to enforce the usage-based policy. Usage based policy is any dedicated access exceeding the monthly data transfer of 250 Gigabyte/Month will be billed at \$1/Gigabyte
6. WB is not responsible or liable for any of the following: Any obstruction(s) that might be erected or grow between CUSTOMER antenna and WB causing degradation or loss of service; debris or ice on an antenna; re-aiming the antenna later than 14 days after installation; installing hardware and/or software in a different computer or room after initial installation; re-configuration of network settings due to, but not limited to: tampering, re-installation of operating system, accidental removal, moving the hardware to another computer.
7. To the extent authorized under Texas law, Customer shall indemnify and hold harmless, the Company, its agents and employees from and against any loss, cost, claim, liability, damage, or expense relating to or arising from installation of software on customers machine or installation of other equipment necessary for service including antenna(e) and cabling, without limitation, whether arising from negligence or not.
8. I understand that wireless Internet connectivity requires direct radio line of sight, and that any obstruction between WB and my antenna will probably block my signal.
9. I understand that setup fees are non-refundable if the wireless connection is operable and that setup fees are not refundable later than 14 days after installation. Setup fees are only refundable if the connection is not working within 14 days after installation, and only half the setup fee is eligible for being refunded.
10. I understand that because tree leaves hold water, they absorb the microwave signal, and that will degrade or disrupt my connectivity. By getting equipment installed during a time of year when there are little or no leaves in the trees, I run the risk of losing connectivity when the leaves come back on the trees. I may require extra hardware and setup at that time. WB shall not be held liable for any charges, nor will I be entitled to any type of refund.

11. If not purchased and paid in full, the wireless radio, adapter card, antenna, and cable are the property of WB, and will be returned to WB, in original working condition, within 5 days of service termination or CUSTOMER will allow WB employees to remove the hardware from CUSTOMER'S premises. If equipment is located in premises rented by CUSTOMER, CUSTOMER hereby authorizes the owner to allow entry of WB's employee in CUSTOMER'S absence. WB shall not be liable for any holes which were made at the time of installation and those holes which may remain after the removal of equipment.

12. Upon termination of the service, if the equipment is not returned to WB in original working condition, CUSTOMER agrees to pay WB \$650 for the equipment cost.

13. Loss, Damage, and/or Theft of the Equipment is the responsibility of the CUSTOMER. CUSTOMER agrees to pay WB the value of the equipment.

14. The first month of service will be prorated from the Activation Date, and then billed in advance each month. Payment will be due on the first of each for the following month. If payment is not received by the 5th of the month, a late fee of \$15 will be assessed to your account and service will be interrupted until your account is brought current. Interruption of service due to nonpayment will not relieve you of the monthly obligation due under this contract.

15. To the extent authorized under Texas law, if CUSTOMER terminates this Agreement anytime after implementation, but before expiration, CUSTOMER will pay the lesser of either 1), a flat fee of \$200 or 2), a lump sum equal to the charges of the remainder of the then current term of the Agreement in no case greater than 1 year. If CUSTOMER is terminated by WB for violation of the Acceptable Use Policy, CUSTOMER shall pay, immediately, a lump sum equal to the charges for the remainder of the then current term of the Agreement.

16. WB offers CUSTOMER access to the Internet. CUSTOMER hereby acknowledge that the Internet is not owned, operated, managed by, or in any way affiliated by WB or any of its affiliates, and that it is a separate network of computers independent of WB. YOUR use of the Internet is solely at YOUR own risk and is subject to all applicable local, state, national, and international laws and regulations. Access to the Internet is dependent on numerous factors, technologies, and systems, many of which are beyond WB's authority and control.

17. WB's network can only be used for lawful purposes. The transmission of any material in violation of any local, state, national, or international law or regulation is prohibited. This includes, but is not limited to, copyrighted material, material legally judged to be threatening or obscene, material protected by trade secret, or material that is otherwise deemed to be proprietary or judged by WB to be inappropriate or improper such as bulk e-mail messages.

18. Access to other networks connected to WB's network must comply with the rules appropriate for that other network. WB exercises no control whatsoever over the content of the information passing through its network.

19. WB makes no warrantee, expressed or implied, including, but not limited to, those of merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, non-deliveries, mis-deliveries or service interruption however caused. Use of any information obtained by WB's network is at YOUR own risk. WB specifically disclaims any responsibility for the accuracy or quality of information obtained through its services.

20. Routine maintenance and periodic system repairs, upgrades and reconfigurations, public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labor disputes and other situations, including mechanical or electronic breakdowns may result in temporary impairment or interruption of service. As a result, WB does not guarantee continuous or uninterrupted service and reserves the right from time to time to temporarily reduce or suspend service without notice. CUSTOMER shall indemnify and hold WB and its directors, officers, employees, and agents harmless from any and all obligations, charges claims, liabilities, costs and fees incurred as the result of interruptions or omissions of service.

21. WB reserves the right to, from time to time, monitor YOUR activity. Upon the occurrence of a default by CUSTOMER of any provision hereunder, WB reserves the right, in addition to any other remedies which may be available to it, to terminate this Agreement and the services to CUSTOMER hereunder. In addition, any costs incurred during the investigation of a copyright violation takedown notice from a copyright holder (such as, but not limited to, the MPAA or RIAA) for any illegal file-sharing activity will be passed on to the CUSTOMER, with a minimum labor charge of \$50.00.

22. To the extent authorized under Texas law, CUSTOMER shall indemnify WB, its affiliates, officers, directors, licensees, and licensors from any and all claims and expenses, including, without limitation, reasonable attorney's fees arising from YOUR breach of any provision of this Agreement.

23. This Agreement is deemed to be entered into the State of Texas. This parties agree that any dispute arising under this Agreement shall have its venue in Travis County, Texas and any such dispute shall be governed by and constructed in accordance with the laws of the State of Texas.

24. WB may assign this Agreement without YOUR prior consent and all of WB's rights, title, and interest herein shall inure to the benefit of such assignee, its successors and assigns. This Agreement shall not be assignable by CUSTOMER except with the written consent of WB. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

25. This Agreement may be modified only by a written instrument signed by the party against which the modification is being enforced.

26. Any notice required to be given hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail, registered or certified mail, return receipt requested with adequate postage affixed and addressed to the persons set forth in the signature block hereto or to such other address as either party may provide to the other in accordance with the provisions hereof.

A copy of any notice to WB shall be sent to:
Western Broadband
Attn: President
12113 Roxie Dr, Suite 200
Austin, Texas 78729

27. WB will bill CUSTOMER for amounts due via paperless email statements by default. Paper statements are available for an additional charge of \$2 per month plus any applicable sales tax. To request paper statements, CUSTOMER must contact WB by phone or in writing.

28. This Agreement contains the entire agreement of the parties hereto with respect to the matters covered hereby and superseded any other prior or simultaneous agreement related to such matters.

29. Current Payment Invoice: \$199 Installation Fee, \$99.95 monthly rate, \$24.66 Sales Tax: \$323.61 Total Due

30. Payment Details:
Customer Payment By:

Signing on behalf of: Williamson County (Medic Station at 14955 Ranch Rd 2338 in Georgetown, Texas 78633):

[Signature of signatory listed below]

Printed Name: _____

Date: _____

Customer #:

Commissioners Court - Regular Session

26.

Meeting Date: 08/13/2019

River Ranch County Park Project Supplemental Agreement No. 3

Submitted For: Randy Barker

Submitted By: Andrew Portillo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving Supplemental Agreement No. 3 for landscape architectural services between Williamson County and Design Workshop Inc., for Maintenance Building Location Adjustment and Electrical Redesign at the River Ranch Park, in the not-to-exceed amount of \$21,300.00, and authorizing execution of the agreement.

Background

This supplemental agreement is to re-locate the Maintenance Building further away (west) from the Park residence and moving existing overhead power lines along the southern property line and up the western property line in the area of the Equestrian Loop to underground. Department point of contact is Russell Fishbeck. This expenditure will be charged to P315 River Ranch County Park.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

signed contract

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Andrew Portillo
Final Approval Date: 08/07/2019

Reviewed By

Kerstin Hancock
Andrea Schiele

Date

08/07/2019 03:44 PM
08/07/2019 04:02 PM
Started On: 08/07/2019 09:21 AM

SUPPLEMENTAL AGREEMENT NO. 3
TO
AGREEMENT FOR
LANDSCAPE ARCHITECTURAL
PHASE II SERVICES

WILLIAMSON COUNTY RIVER RANCH COUNTY PARK PROJECT
(“Project”)

This Supplemental Agreement No. 3 to Agreement for Landscape Architectural Phase II Services (“Supplemental Agreement No. 3”) is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the “County”) and Design Workshop, Inc. (the “LA”).

RECITALS

WHEREAS, County intends to improve the Williamson County River Ranch County Park, hereinafter called the “Project;”

WHEREAS, County and LA previously executed an Agreement for Landscape Architectural Services dated effective July 16, 2015 (the “Phase I Services Agreement”); and under the Phase I Services Agreement, LA performed and has completed Programming and Master Plan refinement, and Schematic Design services (collectively referred to as “Phase I Services”);

WHEREAS, County and LA thereafter executed Agreement for Landscape Architectural Phase II Services, being dated effective August 3, 2016, (the “Phase II Services Agreement”) whereby LA agreed to provide Design Development Services, Construction Document Services, Bidding or Negotiation Services and Construction Observation Services, Regulatory Review, Surveys and Studies, and Cultural Resource Plan Services for the Project (collectively referred to herein as “Phase II Services”);

WHEREAS, pursuant to Article 4 of the Phase II Services Agreement, County and LA thereafter executed a Supplemental Agreement No. 1 dated effective February 9, 2017 and a Supplemental Agreement No. 2 dated June 22, 2017 in order to add Additional Services that were outside of the LA’s Phase II Services, as described in the Phase II Services Agreement;

WHEREAS, pursuant to Article 4 of the Phase II Services Agreement, the County now wishes to add design modifications relating to an adjustment of the Maintenance Building location and electrical redesign of the overhead power line running along the southern property line and up the western property line in the area of the Equestrian Loop;

WHEREAS, pursuant to Article 4 of the Phase II Services Agreement, this Supplemental Agreement No. 3 provides a description of the scope of Additional Services that have become necessary, as well as the Additional Services compensation for LA’s Additional Services;

WHEREAS, this Supplemental Agreement No. 3 shall serve as a written agreement and authorization for LA to proceed with the Additional Services described herein; and

WHEREAS, it has become necessary to supplement, modify and amend the Phase II Services Agreement in accordance with terms and conditions thereof.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the LA agree that the Phase II Services Agreement is supplemented, amended and modified as follows:

I. Scope of Additional Services

LA hereby agrees to provide the following additional services (the “Additional Services”):

A. Maintenance Building Location Adjustment:

By request of the County, LA will adjust the location of the Maintenance Building to be located further away (west) from the Park Residence. With this adjustment, contract documents must be changed to communicate with the contractor what changes would need to be made in the field. These changes included adjustments to fencing, underground utility lines, and the mirror flip of the Maintenance Building.

B. Electrical Redesign – Underground vs Overhead:

With the acquisition of a 350-acre adjacent parcel to the south of River Ranch County Park, the County has requested LA to reconsider how the existing overhead power is run along the southern property line and up the western property line in the area of the Equestrian Loop. The County is considering moving this power underground which will require redesign of the system currently drawn in the contract documents. LA shall provide redesign services in relation to the aforementioned electrical line.

II. Additional Services Fee

In accordance with Article 11 of the Phase II Services Agreement, LA will provide the Additional Services described herein for the additional lump sum fee of \$21,300.00, which is allocated as follows:

Maintenance Building Location Adjustment:	\$ 8,800.00
Electrical Redesign – Underground vs Overhead:	\$ 12,500.00

III. Schedule

LA will perform the Additional Services while providing the Phase II Services and the parties will mutually agree to a minor adjustment of the LA’s schedule, as necessary.

IV. Terms of Agreement Control and Extent of Supplemental Agreement No. 3

All Additional Services described herein will be performed in accordance with the terms and conditions of the Phase II Services Agreement. All other terms of the Phase II Services Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

V. IN WITNESS WHEREOF, the County and the LA have executed this Supplemental Agreement No. 3, in duplicate, to be effective as of the date of the last party's execution below.

LA:

Design Workshop, Inc.

By:  _____

Printed Name: Claire Hempel

Title: Principal

Date: August 2, 2019

COUNTY:

Williamson County, Texas

By: _____
Bill Gravell, Jr.,
County Judge

Date: _____, 20__

Commissioners Court - Regular Session

27.

Meeting Date: 08/13/2019

2013 Park Bond Transfer

Submitted By: Emmeline Hawkins, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving a 2018 Capital Improvement Program Budget Transfer to move \$31,500 from Expo Horse Stall Barn (P474) to Expo Concession & Restrooms (P475).

Background

We are moving funds to fully fund the alternate bid project for the Expo Concession and Restrooms (P475).

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: Emmeline Hawkins

Final Approval Date: 08/08/2019

Reviewed By

Andrea Schiele

Date

08/08/2019 09:20 AM

Started On: 08/07/2019 02:06 PM

Commissioners Court - Regular Session

28.

Meeting Date: 08/13/2019

Discuss consider and take appropriate action regarding the closing of CR 382 and detouring traffic during waterline installation

Submitted For: Terron Evertson

Submitted By: Kelly Murphy, Infrastructure

Department: Infrastructure

Division: Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding the closing of CR 382 and detouring traffic during waterline installation.

Background

The proposed roadway closure and detour of CR 382 at Willis Creek, approximately 5,800' south of CR 302, is necessary in order to install a section of waterline for the East Williamson County Regional Water Transmission System. Adjacent property owners, Williamson County Emergency Communications, the US Postal Service and Granger ISD will be notified. The detour will be 4 miles in length and will take approximately 10 minutes. The closure will start on or around August 21, 2019 and continue for approximately 20 working days/30 calendar days.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Detour Plan- CR 382 at Willis Creek

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Kelly Murphy
Final Approval Date: 08/08/2019

Reviewed By

Andrea Schiele

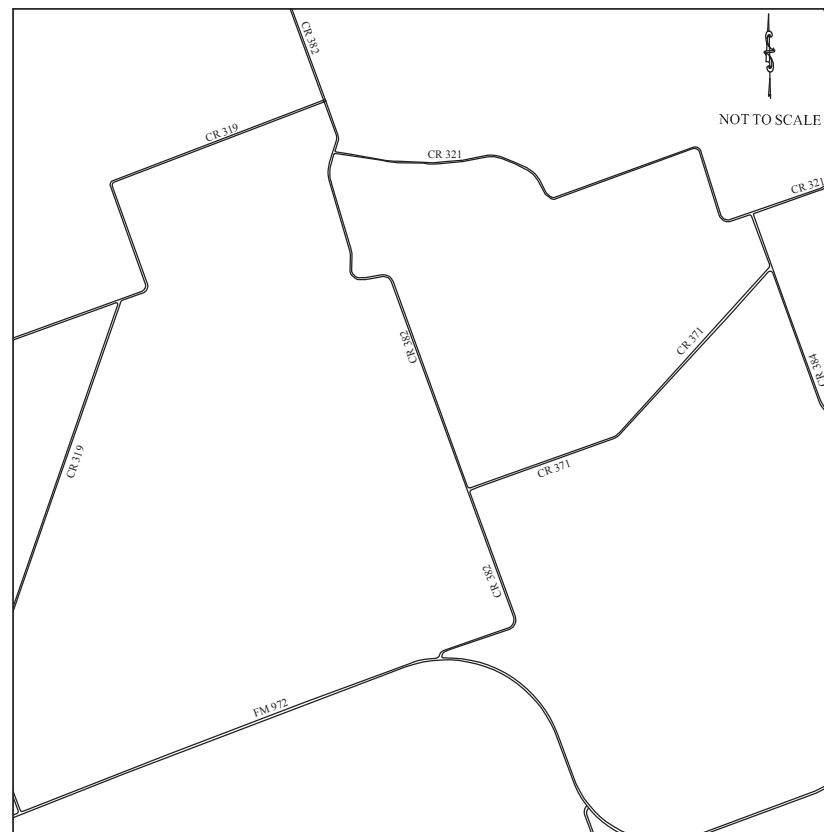
Date

08/08/2019 12:00 PM
Started On: 08/08/2019 11:19 AM

WATER LINE STALLATION

CR 382

SHEET #	SHEET NAME
1	COVER SHEET
2	CR 382 TCP



LOCATION MAP

LEGEND	
TYPE I	
TYPE III	
SIGN	
RACE ROUTE	
CHANNLIZING DEVICE - CONE	
CHANNLIZING DEVICE - GRIPPER	
CHANNLIZING DEVICE - PLASIC DRUM	
ARROW PANEL	
PCMS	
TRAFFIC FLOW	
OFFICER	
MARKED UNIT	
TRAINED FLAGGER	
GRIPPER TYPE I SIGN(S) ON GRIPPER	
GRIPPER TYPE I TEMP SIGN(S) MOUNTS	
GRIPPER FENCE	
COVERED WALKWAY	
WATER FILLED BARRIER	

* NOT ALL SYMBOLS APPEAR IN PLANS

Typical Transition Lengths and Suggested Maximum Spacing of Devices

Speed KMPH	Posted Speed MPH	Formula	Minimum Desirable Taper Lengths (L) Meters (Feet)			Suggested Max. Device Spacing		"X" Dimension
			3.0(10) Offset Meters (feet)	3.3(11) Offset Meters (feet)	3.6(12) Offset Meters (feet)	On a taper Meters (feet)	On a tangent Meters (feet)	
50	30	L=WS ² 60	45 (150)	50 (165)	55 (180)	9 (30)	15-20 (60-75)	40 (120)
55	35		65 (205)	70 (225)	75 (245)	10 (35)	25-25 (70-90)	50 (160)
65	40		80 (265)	90 (295)	100 (320)	12 (40)	25-30 (80-100)	75 (240)
70	45	L=WS	135 (450)	150 (495)	165 (540)	13 (45)	25-30 (90-110)	100 (320)
80	50		150 (500)	165 (550)	180 (600)	15 (50)	30-35 (100-125)	120 (400)
90	55		165 (550)	185 (605)	200 (660)	16 (55)	35-40 (110-140)	150 (500)
95	60		180 (600)	200 (660)	220 (720)	18 (60)	40-45 (120-150)	180 (600)
105	65		195 (650)	215 (715)	235 (780)	19 (65)	40-50 (130-165)	210 (700)
115	70		215 (700)	235 (770)	255 (840)	21 (70)	45-55 (140-175)	240 (800)

Note: BL = WS, where W = width of bike lane and S = speed of bike
BL must be min of 50 ft

This document is released for the purpose of interim review and mark-up under the authority of Sergio Lozano-Sanchez P.E. 89158 it is not to be used for construction.

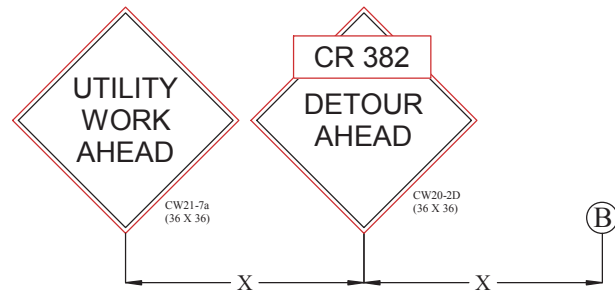
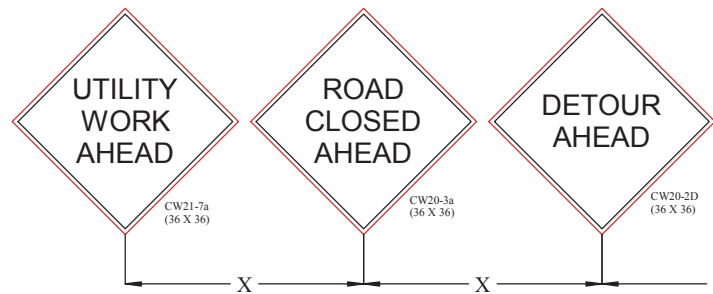
LOC Consultants
 FIRM NO. 4756
 Civil Structural Environmental Engineers
 1715 E 7th Street Austin, Texas 78702
 Ph. (512) 524-0677 Mobile (512) 587-7236

We're Working For You

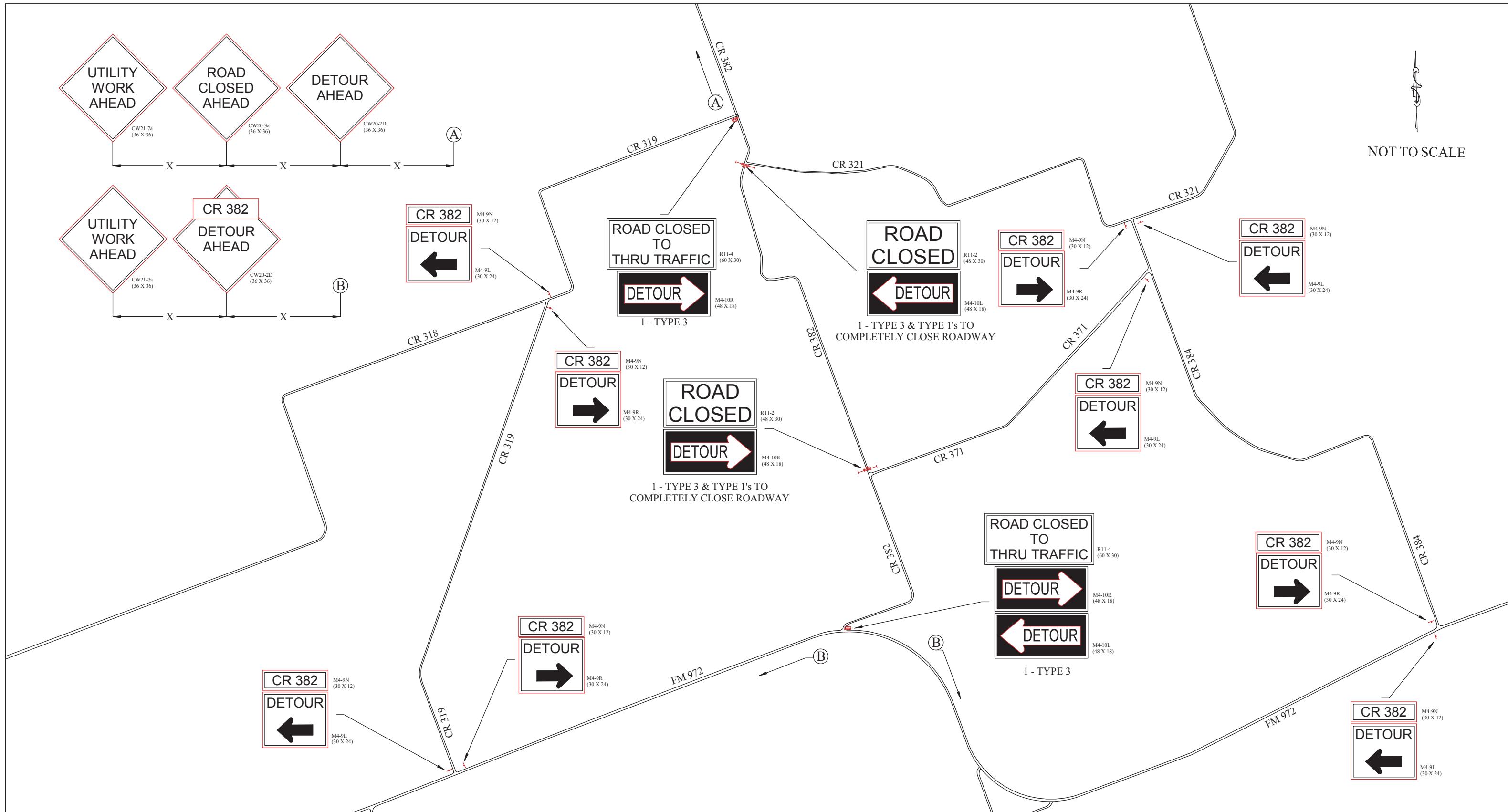
CONSULTANT SERVICES
 131 Old Stone Road Cedar Creek, Texas 78612
 512-350-7840 garry@sdd-llc.com

SHEET
1

©COPYRIGHT, 2019



NOT TO SCALE



WATER LINE INSTALLATION
CR 382
TRAFFIC CONTROL PLAN

This document is released for the purpose of interim review and mark-up under the authority of Sergio Lozano-Sanchez P.E. 89158 it is not to be used for construction.

LOC Consultants
FIRM NO. 4756
Civil Structural Environmental Engineers
1715 E 7th Street
Austin, Texas 78702
Ph. (512) 524-0677
Mobile (512) 587-7236

We're Working For You
sdd & LLC
CONSULTANT SERVICES
131 Old Stone Road Cedar Creek, Texas 78612
512-350-7840 garry@sdd-llc.com

SHEET
2
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Commissioners Court - Regular Session

29.

Meeting Date: 08/13/2019

Shopkey Subscription for Fleet Services

Submitted For: Randy Barker

Submitted By: Mary Watson, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the agreement between Mitchell 1 and Williamson County for Shopkey subscription in the amount of \$660.00, and authorize execution of the agreement.

Background

Approval of this agreement will support the operations of Fleet Services. This agreement is for a twelve (12) month subscription of Shopkey, a vehicle diagnostic subscription. Payment for this purchase will be made for the total amount with a purchase order.

This expenditure will be charged to 0882.0882.003011. Funding was approved in the FY2019 Budget. The Fleet Service contact is Kevin Teller.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Agreement

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Mary Watson
Final Approval Date: 08/07/2019

Reviewed By

Kerstin Hancock
Andrea Schiele

Date

08/07/2019 03:25 PM
08/07/2019 03:59 PM
Started On: 08/05/2019 09:36 AM

Make Checks Payable to MITCHELL 1

From the U.S.: MITCHELL 1 25029 Network Place,
Chicago, IL 60673-1250



From Canada: MITCHELL 1 P.O. Box 15358 Station A
Toronto, ON M5W 1C1 Canada



Federal ID No.: 33-0734307

GST No: 888262094RT0001



Correspondence to: MITCHELL 1 14145 Danielson Street, Poway, CA 92064 Ph# (888) 724-6742

SHOPKEY ORDER FORM with Order Terms

ORDER # _____

NEW ACCOUNT? Yes No Has Info Changed?

SHIP TO Rep Customer Other

SHIP TO #:	CRP ID:	ASSOC MEMBER #:	PDG or Lead #:	DATE:
CO NAME:				TM REP: _____ T#: _____
ATTENTION:				IND REP: _____ I#: _____
ST ADDRESS:				SK REP: _____ R#: _____
CITY, ST, ZIP:				DEALER: _____ D#: _____
PH#:	FAX#:	EMAIL:		

Bill to address is the same? If not, complete the following section.

BILL TO #:	CO NAME:	Lease Co? <input type="checkbox"/> Yes <input type="checkbox"/> No
ATTENTION:		
ST ADDRESS:		
CITY, ST, ZIP:		

PRODUCT	QTY	NEW / REN	Code	Term	Price**
Select Product		<input type="checkbox"/> <input type="checkbox"/>			
		<input type="checkbox"/> <input type="checkbox"/>			
		<input type="checkbox"/> <input type="checkbox"/>			
		<input type="checkbox"/> <input type="checkbox"/>			
		<input type="checkbox"/> <input type="checkbox"/>			
Type Other		<input type="checkbox"/> <input type="checkbox"/>			

PAYMENT OPTIONS: Terms & Conditions (see End User License Agreement):
Customer is responsible for all applicable state or local taxes.

DIRECT DEBIT	I authorize Mitchell 1 to enroll me in the Direct Debit or credit card payment plan to enable the automatic payment of my Mitchell 1 monthly bill OR I agree to change my existing monthly automatic payment by the amount of this order. I authorize the financial institution name below to charge my account for payment of my Mitchell 1 bill.	
	Check <u>one</u> of the <u>payment methods</u> below:	
	<input type="checkbox"/> Direct Debit (attach voided check)	<input type="checkbox"/> Credit Card Card # _____ Exp: _____
	Name on Card: _____	Signature: _____ Date: _____

Subtotal	
+ TAX* if applicable	
TOTAL	

*If tax exempt, you must attach exempt certificate.
**Pricing good for 30 days excluding promotional pricing which expires at the end of the stated promotional period.

Remit Payment to Mitchell 1.

FIRST MONTH OR FULL PAYMENT	<input type="checkbox"/> Check (Ck # _____ Amt _____) <input type="checkbox"/> P.O. # _____
	<input type="checkbox"/> Credit Card Card # _____ Name on Card: _____ Exp: _____

SPECIAL INSTRUCTIONS:

THE UNDERSIGNED AGREE TO THE TERMS AND CONDITIONS SET FORTH ABOVE AND HAVE RECEIVED AND ACCEPTED THE SNAP-ON ORDER TERMS AND CONDITIONS. IN WITNESS THEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE RESPECTIVE DATE INDICATED ABOVE. CUSTOMER AGREES TO RECEIVE PROMOTIONAL E-MAILS FROM MITCHELL 1. IF CUSTOMER WOULD PREFER NOT TO RECEIVE PROMOTIONAL E-MAILS FROM MITCHELL 1, PLEASE VISIT OUR WEBSITE www.sktraining.net/unsubscribe TO UNSUBSCRIBE.

End User/Owner Signature _____ Print Name _____ Title _____

This agreement may be cancelled within 30 days without penalty by calling 888-724-6742.

Electronic Signatures. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any voice recorded or electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile, telephone recording or e-mail electronic signatures.

1. Order Forms. Customer acknowledges and agrees that the Order Form and the registration, payment and other information submitted by Customer on the Order Form is complete and accurate. Electronic Signatures. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any voice recorded or electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile, telephone recording or e-mail electronic signatures. Order Forms for: (a) Products provided electronically, or (2) Services and Products provided electronically, are accepted when Snap-on Diagnostics sends Customer an electronic message confirming the Order Form. All other Order Forms for: (y) Products not provided electronically, or (z) Services and Products not provided electronically, are accepted upon shipment of the Products, licensed FCA shipping point. Order Forms for Services only are accepted when an authorized Snap-on Diagnostics representative signs the Order Form. Any terms and conditions set forth on a purchase order or other written documentation from Customer shall be considered void and of no force and effect.

2. Services. The Service(s) unless terminated earlier in accordance with the Agreement, will renew automatically on a month to month basis. 30-day notice is required to cancel during the renewal period. Notwithstanding anything herein to the contrary, if the Order Form provides for a promotional term, the “**Initial Term**” and “**Renewal Term**” shall be the promotional term defined in the Order Form. The 30 day notice of cancellation stated above shall apply to any promotional term.

2.1. M1 Business Performance Services

2.1.1. Overview. If the Services may include Customer Retention Marketing Service Reminders (“CRM”), Target Market Promotions (“TMP”), Website and Data Protection (“DP”) and other services that may be offered from time to time as further specified on the Order Form (hereinafter individually or collectively referred to as “Service(s)”) **Section 2.1.1** through **Section 2.1.4** apply respectively to the Service(s) selected.

2.1.2. Customer Retention Marketing Service Reminders. If Customer selects CRM as set forth on the Order Form, Snap-on Diagnostics agrees to provide the following services:

- (a) Extract customer and vehicle information from the automotive facilities management system for the use of Marketing Services (defined below).
- (b) Provide “**Marketing Services**” that include service reminder postcards via mail, e-mail service reminders, and thank you e-mails for new customers. Service reminders via mail and e-mail service reminders are limited to unique vehicle/customer records defined as eligible for solicitation based on the payment level chosen on the Order Form. E-mail service reminders will always be sent when an e-mail address is captured by Snap-on Diagnostics via the extraction process or may be obtained by Snap-on Diagnostics through third party e-mail providers.
- (c) Manage a database of customer and vehicle information for the Customer.
- (d) Send customer and vehicle data to print vendor of Snap-on Diagnostics’s choice for Marketing Services.
- (e) Use data hygiene cleansing processes for data integrity and provide a secure environment for customer data storage.
- (f) Provide Customer technical and customer support for CRM services during the Term of the Agreement.
- (g) If Customer has opted for service recommendations on the Order Form, such recommendations will be added to service reminder postcards and e-mails. Service recommendations will be pulled from the Snap-on Diagnostics/ShopKey Manager program.
- (h) If Customer has opted for the Target Market Promotions (“TMP”) the data for TMP will be provided either from: (i) the Customer’s existing customer database and uploaded for use on mailing campaigns, or (ii) for an additional fee and as indicated on the Order Form, Customer may elect to “rent” a customer mailing list through Snap-on Diagnostics from a Third Party Provider (defined below). If Customer elects to rent a mailing list as provided in this Section 2.1.2 (h), such rented mailing list shall be used only for one (1) mailing event and Snap-on Diagnostics is not permitted and will not in any event provide a list of customers included in a rented mailing list. Standard promotional artwork templates are provided. At Customer’s option, Snap-on Diagnostics will create custom templates for a one-time fee of \$150 for each unique template requested. The \$150 charge includes one (1) change or revision to the custom template.
- (i) Customer opting for eCRM e-mail service can choose from an extensive list of pre-existing text coupon templates with the ability to include their own limited text. These pre-existing text coupons can be updated at any time. Custom graphic coupons are available to customers subscribing to eCRM e-mail service at \$150 per request.
- (j) Customers opting for monthly Postcard service can choose coupons from a large list of coupon design templates and make a maximum of 4 revisions in a twelve (12) month period. Additional custom coupon changes can be completed at \$150 per request. There is no limit on switching coupons from the existing coupon template library. Customer opting for Postcard service can choose cover artwork from the existing Snap-on Diagnostics library and receive one (1) custom design per year, and a maximum of two (2) revisions to that custom design. Additional cover art change requests can be completed at \$150 per request.
- (k) The Customer acknowledges that any content pushed to the customer’s Facebook page by Snap-on Diagnostics is at Facebook’s sole discretion to present.

- (l) Customers purchasing a **Website** from Snap-on Diagnostics that also include the purchase of a domain name, acknowledges that the purchased domain name will remain Snap-on Diagnostics’s property and may or may not be transferred to the customer upon contact cancellation.
- (m) A **Website** and/or any **CRM** service provided by Snap-on Diagnostics does not include a guarantee of prominent or “first page” search engine results positioning.

(n) If Customer has opted for Marketing services, the Customer hereby agrees to pay and be fully responsible for the Google AdWords monthly budget of \$200.00, to be paid to Google pursuant to its policies. In the event the Customer fails to pay such monthly budget, Customer understands and agrees that it will still be required to pay the Marketing services monthly Service fee.

2.1.3. OwnerAutoSite.com The Customer acknowledges that Snap-on Diagnostics will be posting consumer service history data on behalf of Customer via a unique Internet login, and Customer accepts full responsibility for doing so.

2.1.4. Snap-on Diagnostics DataProtection Services. If Customer selects DataProtection Services (DataProtection), Snap-on Diagnostics agrees to provide the following:

DataProtection Services.

- (a) Periodic web based electronic copying and storage of files, including, and limited to, Snap-on Diagnostics/ShopKey shop management product database files.
- (b) Snap-on Diagnostics customer service personnel to provide web based restoration of electronically stored files, including, and limited to, Snap-on Diagnostics/ShopKey shop management product database files.

2.2 Subscriptions. The terms below will apply to the Subscription selected by Customer:

(i) **Rental.** The Subscription Period for this Subscription is effective for an initial term of twelve (12) or twenty-four (24) months following the Commencement Date (“**Initial Rental Subscription Period**”). In addition to the applicable Subscription fees, Customer may be required to pay Snap-on Diagnostics a one-time activation fee to commence the Rental Subscription. The activation fee is non-refundable once the Order Form is submitted to Snap-on Diagnostics unless Snap-on Diagnostics declines to accept the Order Form. Snap-on Diagnostics will bill Customer monthly, with payments due within thirty (30) calendar days following the date of the Snap-on Diagnostics invoice. After the Initial Rental Subscription Period, the Subscription Period for this Subscription will renew automatically on a month to month basis. 30-day notice is required to cancel during the renewal period. A Subscription may not be cancelled during the Initial Rental Subscription Period. Snap-on Diagnostics reserves the right to change pricing upon notice to Customer prior to each Rental Renewal Period. At the end of the Initial Rental Subscription Period or any Rental Renewal Period, Customer must return to Snap-on Diagnostics the Product, any Updates, documentation and all copies thereof and discontinue use of the Product, any Updates and all documentation.

3. Payments. As applicable, Customer hereby authorizes Snap-on Diagnostics to charge the Customer Fees to the payment card or checking account number provided by Customer. By submitting a payment card or checking account number as the form of payment, Customer represents and warrants that Customer’s use of the particular card or checking account is authorized and that all information submitted is true and accurate (including, without limitation, payment card number and expiration date). In doing so, Customer also authorizes Snap-on Diagnostics to charge to the payment card or checking account tendered all amounts payable by Customer to Snap-on Diagnostics based on the Subscription plan selected (including all renewals thereof), including, but not limited to, all fees and any applicable taxes Snap-on Diagnostics is required to collect. Customer agrees to update its account registration and payment card or checking account information immediately with any change in the payment card information including, but not limited to, any change in expiration date. If Snap-on Diagnostics is unable to process the payment card or checking account at any time, Customer’s account may be immediately suspended or terminated and Customer will remain responsible for all amounts payable by Customer to Snap-on Diagnostics. The payment card or checking account issuer agreement governs use of your payment card or checking account and Customer must refer to that agreement with respect to Customer’s rights and liabilities as an account holder. If Snap-on Diagnostics does not receive payment from its payment card or checking account issuer or its agent, Customer agrees to pay Snap-on Diagnostics all amounts due upon demand by Snap-on Diagnostics. Snap-on Diagnostics reserves the right to not renew Customer’s account at any time for any reason.

4. Counterparts; Facsimile Signatures. This Agreement and the applicable Order Form(s) may be executed in one or more duplicate originals, all of which together shall be deemed one and the same instrument. This Agreement and the applicable Order Form(s) shall be binding on the parties through facsimile signatures, with originals to follow by regular mail or overnight courier.

5. License.

Subject to the terms and conditions of this Agreement, Snap-on Diagnostics grants to Customer a personal, nonexclusive, nontransferable, limited license to access and use the executable version of the applicable Product during the applicable Subscription Period purchased by Customer solely for the purpose of: (i) providing vehicle mechanical services; (ii) estimating vehicle mechanical parts and labor cost estimates; and (iii) conducting vehicle shop management. Unless the Order Form specifies otherwise, the license shall be for one location; with location referring to a distinct building or site. If the Order Form authorizes more than one user, then the number of users shall be limited to the number set forth on the Order Form. When technically and reasonably feasible, Customer may make one copy of the Product solely for backup purposes.

✓ End User/Owner Signature _____

Commissioners Court - Regular Session

30.

Meeting Date: 08/13/2019

SE Loop Right of Entry

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a Right of Entry agreement with Jacaruso Holdings, LLC for property located on CR 137 in Hutto, TX.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Jacaruso ROE

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 08/08/2019

Reviewed By

Andrea Schiele

Date

08/08/2019 08:37 AM

Started On: 08/08/2019 08:09 AM

TEMPORARY RIGHT OF ENTRY AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

WHEREAS, Jacaruso Holdings LLC (herein "Owner"), is the fee simple owner, whether one or more, of a certain tract of land described as **County Tax ID No. R021373** (herein "the Property"); and,

WHEREAS, Williamson County, and its employees, agents, consulting engineers, contractors, sub-contractors or other representatives, (collectively called the "County") is desirous of obtaining a Temporary Right of Entry that will permit it the right to enter into and upon the Property, for the purpose of surveying and performing archeological, environmental, and geotechnical services upon said tract; and,

WHEREAS, Owner is desirous of granting permission to the County to assist the County in completing the requested completing the requested surveying, archeological, environmental, and geotechnical services on the subject tract subject to the below conditions;

NOW, THEREFORE,

It is understood and agreed by the parties hereto that this Temporary Right of Entry is hereby given by Owner to the County, upon the following terms and conditions:

1. That the County, its agents and contractors, shall have the right to enter the Property from and after August 1, 2019 for a period not to exceed three (3) months for the purposes described herein. The County shall provide written notice to Owner's authorized representative (Tim P. Miller) and to counsel for Owner (Barron & Adler, LLP, attn: Chris Clough) at least two (2) days prior to each entry onto the Property for the purposes stated herein. Owner reserves the right to have any of its authorized representative(s) be present for any or all operations being performed as a result of the use of this Temporary Right of Entry. Owner agrees to cooperate with the County in allowing the County to have access to the Property under the terms described herein and for the purposes described herein. County shall not have the right to enter the Property for any other purpose other than the purposes described herein.

2. That the County shall avoid disturbing paved or heavily landscaped areas, and shall, to the extent reasonably possible, only disturb those areas that are not improved. Any digging or other disturbance of the ground shall immediately be returned as closely as possible to the condition which existed prior to the entry by the County, and all gates will be left in the same manner as they were prior to entry by the County. Some trimming of underbrush and branches for access and line of sight surveying is allowable. No accessway to the Property shall be blocked either fully or partially at any time.

3. That the County agrees that it will, at regular intervals and at the termination of this Temporary Right of Entry Agreement, remove any and all trash and other debris brought upon the Property by the County, its employees, servants, agents, or contractors.

4. That the County agrees that it will not discharge any hazardous substances, as that term is defined by applicable law, upon the Property and if any hazardous substances are discharged on the Property, the County will promptly remediate any damage.

5. That any gates used by the County will be closed and secured by the County after passing through same. Further, no fences will be cut or damaged by the County.

6. That the grant herein made shall not prejudice or impair, in any way, Owner's rights to receive full and just compensation for the interest that may be acquired by the County in the Property plus remainder damages, if any, as well as any and all relocations benefits available to Owner under applicable statutes, and that Owner reserves all rights, title, and interest in and to the Property.

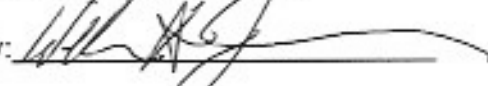
7. That the County further agrees, upon the receipt of a written request, to make available to Owner for inspection and copying, the final report, survey or assessment resulting from the entry to the Property granted herein, including but not limited to surveys and environmental reports, and any other final reports pertaining to the Property's physical condition, which are in the County's possession, custody, or control.

8. To the extent permitted by the laws and Constitution of the State of Texas, the County will indemnify, defend and hold Owner harmless against any and all claims for personal injury of third parties and damages to the property of third parties that are caused by the County's use of the Property; provided Owner promptly notifies the County of any such claim and provides the County with the opportunity to defend against the claim. The foregoing indemnity shall not include any amounts payable as a result of the use or possession of the property by Owner or pursuant to settlements that have not been approved in advance by the County. The County will cause its employees, agents, consulting engineers, contractors, sub-contractors or other representatives authorized to enter the Property under this Agreement (collectively called the "County") to be responsible for the safety of all the County's employees, agents, consulting engineers, contractors, sub-contractors or other representatives who enter onto the Property at the direction of the County.

IN WITNESS WHEREOF, Owner and the County have caused this instrument to be executed on this day of **2019**.

OWNER(S):

Jacaruso Holdings, LLC

By: 

Printed Name: William Jacaruso

Title: Manager & Partner

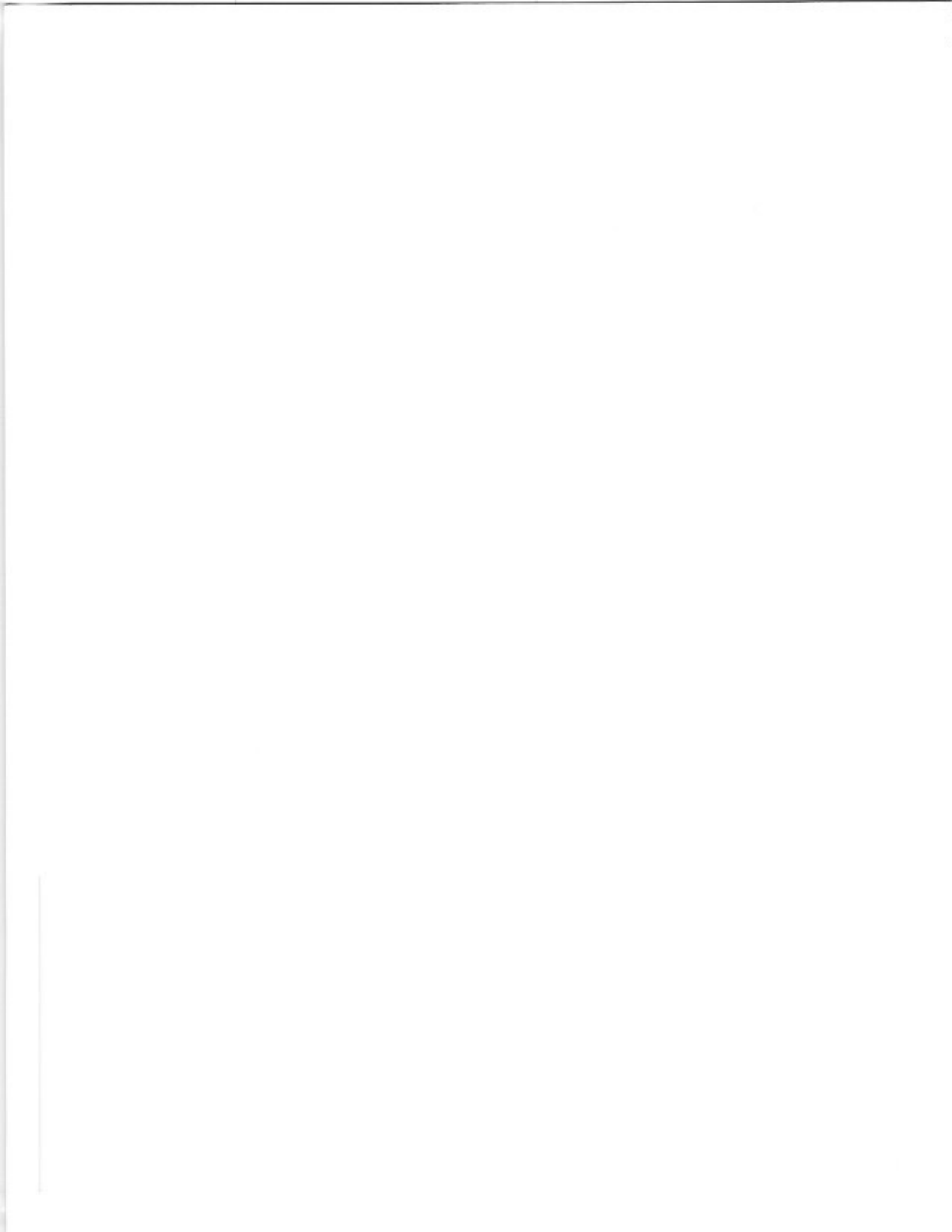
COUNTY:

Williamson County

By: _____

Printed Name: _____

Title: _____



Commissioners Court - Regular Session

31.

Meeting Date: 08/13/2019

Discuss consider and take appropriate action on approval of the final plat for the Green Haven Estates subdivision - Pct

Submitted For: Terron Evertson

Submitted By: Kelly Murphy, 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 Green Haven Estates subdivision - Precinct 4.

Background

This is the final plat of the Green Haven Estates subdivision. It consists of 6 lots and no new public roads.

Timeline

- 2019-04-17 – initial submittal of the final plat
- 2019-05-08 – 1st review complete with comments
- 2019-05-21 – 2nd submittal of final plat
- 2019-05-31 – 2nd review complete with comments
- 2019-06-26 – 3rd submittal of final plat
- 2019-07-03 – 3rd review complete with comments
- 2019-08-06 – 4th submittal and comments clear
- 2019-08-07 – final plat received with signatures
- 2019-08-08 – final plat placed on August 13, 2019 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[final plat - Green Haven Estates](#)

Form Review

Inbox

County Judge Exec Asst.
 Form Started By: Kelly Murphy
 Final Approval Date: 08/08/2019

Reviewed By

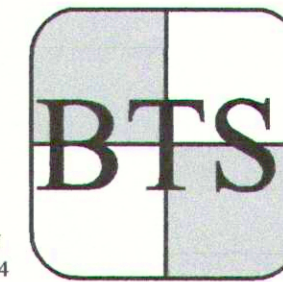
Andrea Schiele

Date

08/08/2019 11:58 AM
 Started On: 08/08/2019 10:23 AM

FINAL PLAT OF GREEN HAVEN ESTATES

BRYAN TECHNICAL SERVICES, INC.



911 NORTH MAIN
TAYLOR, TX 76574

PHONE: (512) 352-9090
FAX: (512) 352-9091

FIRM No. 10128500
surveying@austin.rr.com
www.bryantechanicalservices.com

NO.	DATE	REVISIONS

DRAWN BY: AVC	CHECKED BY: BLB
SCALE: 1" = N/A	APPROVED BY: BLB
PROJECT NO. 18-862	DATE: JANUARY 25, 2019

OWNERS CERTIFICATION

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §
THAT, **LYNN DERRICK**, OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN DOCUMENT NO. **2018096139**, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS **GREEN HAVEN ESTATES**, LOCATED IN WILLIAMSON COUNTY, TEXAS.

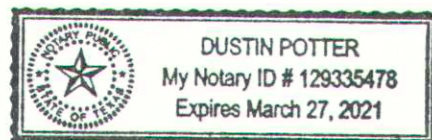
THERE ARE NO LIEN(S) THAT EXIST ON THIS PROPERTY

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 7th DAY OF August, 2019.

Lynn Derrick AUTHORIZED PERSON
LYNN DERRICK Address: 3104 Zachary Ln. Taylor TX 76574

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 7 DAY OF August, 2019.



NOTARY PUBLIC, STATE OF TEXAS

Dustin Potter
PRINTED NAME
MY COMMISSION EXPIRES: March 27, 2021

SURVEYOR'S CERTIFICATION

I, **BRUCE LANE BRYAN**, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HERON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS PLACE, EXCEPT SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF TAYLOR, TEXAS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT TAYLOR, WILLIAMSON COUNTY, TEXAS, THIS _____ DAY OF _____, 2019

"THIS TRACT IS NOT LOCATED IN THE EDWARD AQUIFER RECHARGE ZONE"

Bryan
BRUCE LANE BRYAN
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4249 STATE OF TEXAS



ROAD NAME AND 911 ADDRESSING APPROVAL

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 7th DAY OF August, 2019 A.D.

Teresa Baker Teresa Baker
WILLIAMSON COUNTY ADDRESSING COORDINATOR
Teresa Baker
PRINTED NAME

WILLIAMSON COUNTY JUDGE

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.

Bill Gravel Jr., COUNTY JUDGE DATE
WILLIAMSON COUNTY, TEXAS

WCOSF CERTIFICATION

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

J. Terron Evertson 8/7/19
J. TERRON EVERTSON, PE, DR, CFM Date
COUNTY ENGINEER

ENGINEER'S CERTIFICATION

I, **DENNIS W. HILL**, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SUBDIVISION, PARCEL IS NOT ENCRAGED BY A ZONE A FLOOD AREA, AS DENOTED HEREIN, AND AS DEFINED BY FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY PANEL NUMBER 48491C0535E, EFFECTIVE DATE SEPTEMBER 26, 2008, AND THAT EACH LOT CONFORMS TO THE CITY OF TAYLOR REGULATIONS. THE FULLY DEVELOPED, CONCENTRATED STORMWATER RUNOFF RESULTING FROM THE ONE HUNDRED (100) YEAR FREQUENCY STORM IS CONTAINED WITHIN THE DRAINAGE EASEMENT SHOWN AND / OR PUBLIC RIGHT OF WAY DEDICATED BY THIS PLAT.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT, TAYLOR, WILLIAMSON COUNTY, TEXAS, THIS 7 DAY OF August, 2019

Dennis Wade Hill
DENNIS W. HILL
REGISTERED PROFESSIONAL ENGINEER
NO. 84679 STATE OF TEXAS
TBPE FIRM NO. 3532



WILLIAMSON COUNTY CLERK

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

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

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

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS BY:

BY: _____ DEPUTY

PRINTED NAME: _____

LEGAL DESCRIPTION

10.007 Acres

These notes describe that certain tract of land, situated in the H.T. & B.R.R. CO. SURVEY, ABSTRACT NO. 322, located in Williamson County, Texas; subject tract being all of a called "10.010 Acres" conveyed in a General Warranty Deed from Billy Roeglin and Penny Hansen Roeglin, husband and wife to Lynn Derrick, a married person, owning, occupying and claiming other property as homestead dated 10-26-2018 and recorded in Document No. 2018096139 of the Official Records of Williamson County (OPRWC); being surveyed on the ground under the direct supervision of Bruce Lane Bryan, Registered Professional Land Surveyor No. 4249, during the month of January, 2019, subject tract being more fully described as follows:

BEGINNING at a 1/2" Iron rod found (capped GARRET 8154) in the South line of Williamson County Road No. 414, same being the Northeast corner of a called "65.65 Acres" conveyed in a Warranty Deed from Larry Zeplin, Independent Executor of the Estate of Albert Priesmeyer, Deceased to Lester W. Westberg, dated 12-28-2012 and recorded in Document No. 2012108368 OPRWC, also being the Northwest corner of subject tract;

THENCE South 72° 20' 27" East with the South line of said "Williamson County Road No. 414" and the North line of said "10.010 Acres", a distance of 430.06 feet to a 1/2" Iron rod found (capped GARRET 8154), being the upper Northwest corner of a called "60.00 Acres" (residual portion) conveyed in a Quitclaim Deed from Leroy Roeglin to Billy Roeglin, dated 5-8-2007 and recorded in Document No. 2007043216 OPRWC, also being the Northeast corner of subject tract;

THENCE South 21° 21' 58" East with the common line of said "10.010 Acres" and said "60.00 Acres" (residual portion) a distance of 1169.35 feet to a 1/2" Iron rod found (capped GARRET 8154), being an interior corner of said "60.00 Acres" (residual portion), and also being the Southeast corner of subject tract;

THENCE South 68° 37' 30" West with the common line of said "10.010 Acres" and said "60.00 Acres" (residual portion), a distance of 334.10 feet to a 1/2" Iron rod found (capped GARRET 8154), being in the East line of said "65.65 Acres", being the lower Northwest corner of said "60.00 Acres" (residual portion), and also being the Southwest corner of subject tract;

THENCE North 21° 21' 57" West with the common line of said "10.010 Acres" and said "65.65 Acres" a distance of 1440.19 feet to the PLACE OF BEGINNING, containing according to the dimensions herein stated an area of 10.007 Acres.

Commissioners Court - Regular Session

32.

Meeting Date: 08/13/2019

Discuss consider and take appropriate action on approval of the preliminary plat for the Enterprise Coupland Site Expansion subdivision - Pct 4

Submitted For: Terron Evertson

Submitted By: Kelly Murphy, Infrastructure

Department: Infrastructure

Division: Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the preliminary plat for the Enterprise Coupland Site Expansion subdivision - Precinct 4.

Background

This subdivision is south of County Road 454 and east of S SH 95 in the City of Coupland’s ETJ. It is an expansion of the Coupland Pump Station Site in which the final plat was recorded in 1991. It consists one lot and no new roads. No water service or on-site sewage facilities are proposed for this site.

Timeline

- 2018-09-10 – Initial submittal of preliminary plat
- 2018-11-08 – 1st review complete with comments
- 2018-11-27 – 2nd submittal of preliminary plat
- 2019-01-14 – 2nd review complete with comments.
- 2019-08-06 – 3rd submittal of preliminary plat
- 2019-08-06 – Comments clear
- 2019-08-08 – Preliminary plat placed on August 13, 2019 Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[preliminary plat- Enterprise Coupland](#)

Form Review

Inbox

County Judge Exec Asst.
 Form Started By: Kelly Murphy
 Final Approval Date: 08/08/2019

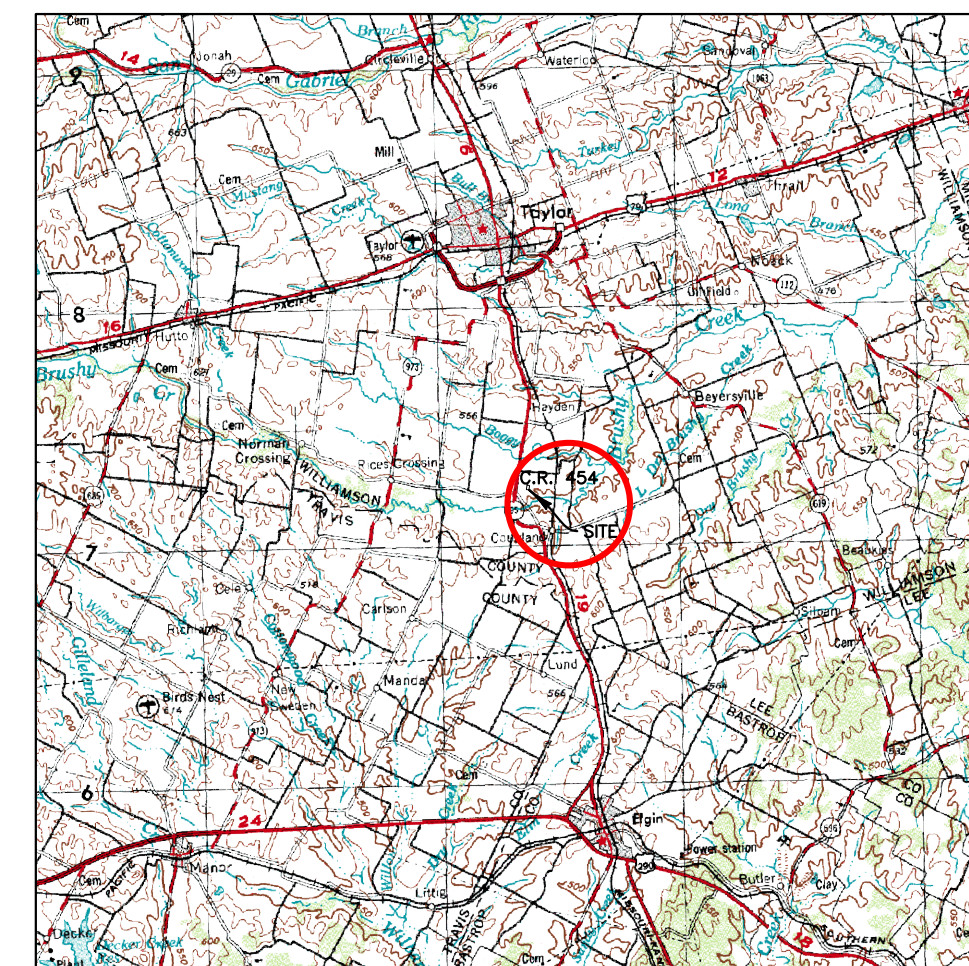
Reviewed By

Andrea Schiele

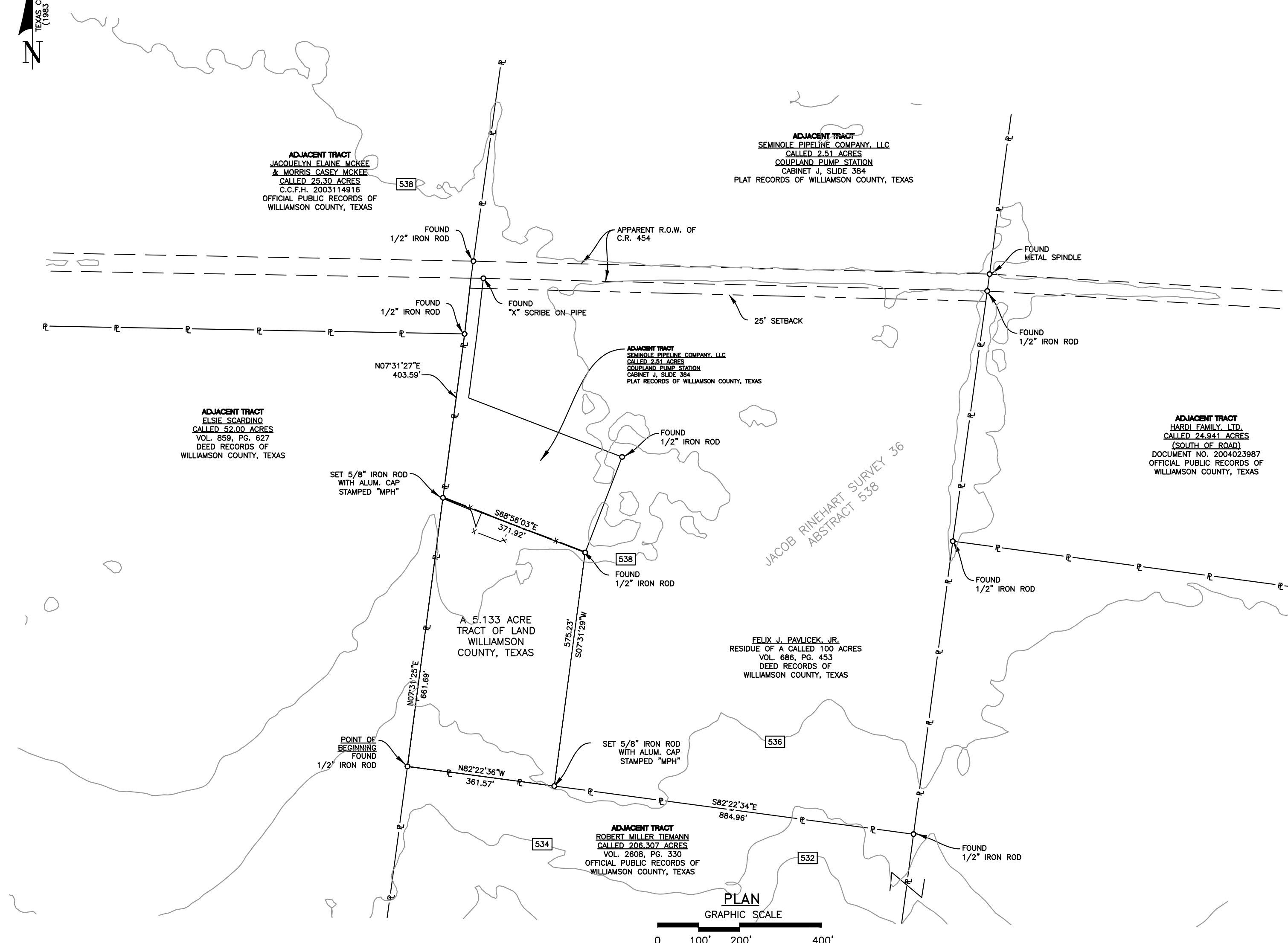
Date

08/08/2019 11:56 AM
 Started On: 08/08/2019 10:52 AM

**PRELIMINARY PLAT OF ENTERPRISE COUPLAND SITE EXPANSION
PRELIMINARY PLAT
WILLIAMS COUNTY, TEXAS
JACOB RINEHART SURVEY 36, ABSTRACT 538**



VICINITY MAP
1" = 5 MILES



NO WATER SERVICE IS PROPOSED WITH THIS SUBDIVISION.
THERE WILL BE NO ON-SITE SEWAGE FACILITIES ON THIS PROPERTY.
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.

PRELIMINARY,
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.

APPROVED: ERICK J. CEBALLOS-CEPEDA, TX. LICENSE NO. 6074
MORRIS P. HEBERT, INC.
3205 WCR 132
MIDLAND, TEXAS 79706

NOTES:
ALL PUBLIC RECORD DOCUMENTS, TITLE INFORMATION AND MAPS UTILIZED FOR ESTABLISHING THE PROPERTY BOUNDARIES AS DEPICTED ON THIS PLAT WAS PROVIDED BY BLANCHARD LAND SERVICES.
AN ON-THE-GROUND EFFORT HAS BEEN MADE TO LOCATE AND INDICATE ALL BELOW GROUND FERROUS METAL CABLES, PIPELINES, UTILITIES, ETC. CROSSED BY THE PROPOSED PROJECT, HOWEVER, DUE TO THE INHERENT LIMITATIONS OF ELECTRONIC MAGNETIC LOCATING EQUIPMENT, MORRIS P. HEBERT, INC. IS NOT RESPONSIBLE FOR ANY CABLES, PIPELINES, UTILITIES OR ANY OTHER BELOW GROUND STRUCTURES (INCLUDING PVC) NOT LOCATED DURING THE COURSE OF THE SURVEY.
ALL BEARINGS, DISTANCES AND AREAS SHOWN HEREON ARE GRID, BASED UPON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE IN U.S. SURVEY FEET, BASED UPON A GLOBAL POSITIONING SYSTEM STATIC SURVEY PERFORMED IN JUNE, 2018.

GENERAL REVISIONS		
NO.	DATE	REV. BY:
4	8/07/19	TPB

SEMINOLE PIPELINE COMPANY LLC	
PLAT SHOWING THE LOCATION AND BOUNDARY OF SITE EXPANSION OF COUPLAND STATION ACROSS THE FELIX J. PAVLICEK, JR. JACOB RINEHART SURVEY 36, ABSTRACT 538, WILLIAMSON COUNTY, TEXAS	
	DRAWN BY: GJA SHEET: 1 OF 2 CHKD./APPD. BY: ECC SCALE: 1" = 200' UPDATED BY: JJD DATE: 07/16/18 DATA BASE: 13196-06 JOB NO. 13196-06 MPH CAD FILE: COUPLAND PUMP STATION_WC_REV4.DWG

**PRELIMINARY PLAT OF ENTERPRISE COUPLAND SITE EXPANSION
WILLIAMS COUNTY, TEXAS
JACOB RINEHART SURVEY 36, ABSTRACT 538**

FIELD NOTES

A boundary description of a proposed 5.133-acre site expansion of the Coupland Pump Station in the Jacob Rinehart Survey 36, Abstract 538 in Williamson County, Texas, and further being out of the residue of that 100-acre tract of land described in the deed to Felix J. Pavlicek, Jr., as recorded in Volume 686, Page 453 of the Deed Records of Williamson County, Texas (D.R.W.C.T.), said 5.133-acre tract being more particularly described, with all bearings, distances and areas being grid, base on the Texas Coordinate System of 1983, Central Zone, in U.S. Survey Feet as derived from a Global Positioning System (G.P.S) survey performed in June 2018, as follows:

BEGINNING at a 1/2-inch-diameter iron rod found marking the southwest corner of the residue of said 100-acre tract, the west-most northwest corner of that 206.307-acre tract of land described in deed to Robert M. Tiemann as recorded in Volume 2608, Page 330 of said D.R.W.C.T. and the east line of that 52.00-acre tract of land described in deed to Elsie Scardino, as recorded in Volume 859, Page 627 of the Deed Records of Williamson County, Texas;

THENCE North 07° 31' 25" East, with the common line between said 52.00-acre tract and the residue of said 100-acre tract, to a set 5/8" inch-diameter iron rod with an aluminum cap stamped "MPH" (set referred to hereinafter as an iron rod set), a distance of 661.69 feet to the northwest corner of the herein described 5.133-acre tract, and the southwest corner of that 2.51-acre tract, described in the plat styled Coupland Pump Station Site, a subdivision of said Jacob Rinehart Survey, Survey 36 as recorded in Cabinet J, Slide 384 of the Plat Records of Williamson County, Texas (P.R.W.C.T.), from which a 1/2-inch-diameter iron rod found as shown on said plat marking an angle point on the west property line of said 2.51-acre tract, and on the east line of said 52.00-acre tract, bears North 07° 31' 27" East a distance of 403.59 feet;

THENCE South 68° 56' 03" East, with the south line of said 2.51-acre tract, a distance of 371.92 feet to a 1/2-inch-diameter iron rod found marking the southeast corner thereof and the northeast corner of the herein described 5.133-acre tract;

THENCE South 07° 31' 29" West, a distance of 575.23 feet to an iron rod set to mark the southeast corner of the herein described 5.133-acre site, on the south property line of said residue of a called 100-acres and on a north property line of said 206.307 acre tract, from which a 1/2-inch-diameter iron rod found at an interior corner of said 206.307-acre tract, and the southeast corner of said residue of a called 100-acres, bears South 82° 22' 34" East a distance of 884.96 feet;

THENCE North 82° 22' 36" West, with a common line between said residue of a called 100-acres and said 206.307-acre tract, a distance of 361.57 feet to the POINT OF BEGINNING and containing 5.133-acres (223,609 Square Feet) of land, more or less.

NOTES:

Bearings and distances indicated herein are grid derived and are referenced to the Texas Coordinate of 1983, Central Zone, in US Survey Feet; as derived from a Global Positioning System (GPS) static survey.

Title and ownership information indicated herein is based on a search of the public records of Williamson County, Texas and was furnished by Blanchard Land Services.

SURVEYOR APPROVAL

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON {

I, ERICK J. CEBALLOS-CEPEDA, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND TO THE BEST OF MY KNOWLEDGE CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF WILLIAMSON COUNTY, TEXAS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL,
THIS _____ DAY OF _____, 2019.

ERICK J. CEBALLOS-CEPEDA
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 6074

ENGINEER APPROVAL

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON {

I, DAVID L. PLATT, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SUBDIVISION IS NOT IN THE EDWARDS AQUIFER RECHARGE ZONE AND IS NOT ENCRAGED BY A ZONE A FLOOD AREA, AS DENOTED HEREIN, AND AS DEFINED BY FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION FLOOD HAZARD BOUNDARY MAP COMMUNITY PANEL NUMBER 48021C0025E, EFFECTIVE DATE JANUARY 19, 2006, AND THAT EACH LOT CONFORMS TO THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL,
THIS _____ DAY OF _____, 2019.

DAVID L. PLATT, P.E.
REGISTERED PROFESSIONAL ENGINEER
STATE OF TEXAS NO. 115964

NO WATER SERVICE IS PROPOSED WITH THIS SUBDIVISION.
THERE WILL BE NO ON-SITE SEWAGE FACILITIES ON THIS PROPERTY.

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.

GENERAL NOTES:

1. PROPOSED USE: COMMERCIAL
2. UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE: ELECTRIC: ONCOR ELECTRIC COOP.
3. ALL STRUCTURES/OBSTRUCTIONS ARE PROHIBITED IN DRAINAGE EASEMENTS.
4. THERE ARE NO AREA WITHIN THE BOUNDARIES OF THIS SUBDIVISION IN THE 100-YEAR FLOODPLAIN AS DEFINED BY FIRM MAP NUMBER 48021C0025E, EFFECTIVE DATE OF JANUARY 19, 2006.
5. 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.
6. IN APPROVING THIS PLAT BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONER'S COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.
7. 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.
8. THE MINIMUM FINISHED FLOOR ELEVATION FOR ALL LOTS 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.
9. THIS SUBDIVISION IS SUBJECT TO STORMWATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
10. BEARINGS ARE IN TEXAS STATE PLANE, CENTRAL ZONE, NAD83. DISTANCES ARE IN U.S. SURVEY FEET.

OWNER SIGNATURE

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS

COUNTY OF _____ {

I, FELIX JOSEPH PAVLICEK, JR., SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN VOLUME 686, PAGE 453, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, 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 DEDICATE TO WILLIAMSON COUNTY THE STREETS, ALLEYS, RIGHT-OF-WAYS, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS:

"COUPLAND PUMP STATION SITE EXPANSION"

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL,
THIS _____ DAY OF _____, 2019.

FELIX JOSEPH PAVLICEK, JR.

NOTARY PUBLIC

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS

COUNTY OF _____ {

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED FELIX JOSEPH PAVLICEK, JR. KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT. GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2019.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: _____

ROAD NAME AND 911 ADDRESSING APPROVAL

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE _____
DAY OF _____, 2019, A.D.

WILLIAMSON COUNTY ADDRESSING COORDINATOR DATE

COUNTY JUDGE'S APPROVAL

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.

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

COUNTY CLERK APPROVAL

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON {

I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON

THE _____ DAY OF _____, 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 E. RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

4	8/07/19	TPB	GENERAL REVISIONS
NO.	DATE	REV. BY:	REVISION
SEMINOLE PIPELINE COMPANY LLC			
PLAT SHOWING THE LOCATION AND BOUNDARY OF SITE EXPANSION OF COUPLAND STATION ACROSS THE FELIX J. PAVLICEK, JR. JACOB RINEHART SURVEY 36, ABSTRACT 538, WILLIAMSON COUNTY, TEXAS			
DRAWN BY: GJA		SHEET: 2 OF 2	
CHKD./APPD. BY: ECC		SCALE: 1" = 200'	
UPDATED BY: JJD		DATE: 07/16/18	
DATA BASE: 13196-06		JOB NO. 13196-06	
MPH CAD FILE: COUPLAND PUMP STATION_WC_REV4.DWG			



Commissioners Court - Regular Session

33.

Meeting Date: 08/13/2019

Discuss consider and take appropriate action on an Interlocal Agreement between Williamson County and the City of Austin

Submitted For: Terron Evertson

Submitted By: Kelly Murphy, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on an Interlocal Agreement between Williamson County and the City of Austin for design, installation, operation and maintenance of pedestrian and traffic improvements.

Background

The City will design, install, operate and maintain the proposed traffic signal and pedestrian hybrid beacon on Pearson Ranch Road, and the County will participate in 50% and 100% of the installation costs, respectively. The County will also design, install, operate and maintain two proposed school zone beacons inside the City and County limits. The County's total reimbursement to the City will not exceed \$285,000. The City approved the Interlocal Agreement at the June 20, 2019 Austin City Council meeting.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[ILA- City of Austin](#)

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Kelly Murphy
Final Approval Date: 08/01/2019

Reviewed By

Andrea Schiele

Date

08/01/2019 03:03 PM
Started On: 08/01/2019 11:54 AM

**INTERLOCAL AGREEMENT REGARDING
DESIGN, INSTALLATION, OPERATION AND MAINTENANCE OF PEDESTRIAN
AND TRAFFIC IMPROVEMENTS INSIDE CITY OF AUSTIN AND WILLIAMSON
COUNTY LIMITS**

**THE STATE OF TEXAS §
 § **KNOW ALL BY THESE PRESENTS:**
COUNTY OF WILLIAMSON §**

THIS INTERLOCAL AGREEMENT REGARDING DESIGN, INSTALLATION, OPERATION AND MAINTENANCE OF PEDESTRIAN AND TRAFFIC IMPROVEMENTS INSIDE CITY OF AUSTIN AND WILLIAMSON COUNTY LIMITS (“Agreement”) is entered into between City of Austin, a home rule city and political subdivision of the State of Texas situated partially in Williamson County (“the City”) and Williamson County, a political subdivision of the State of Texas (the “County”). In this Agreement, the City and the County are sometimes individually referred to as “a Party” and collectively referred to as “the Parties”.

WHEREAS, this Agreement sets forth the terms and conditions pursuant to which the City shall design, install, operate and maintain the proposed traffic signal at the intersection of Pearson Ranch Road and Avery Ranch Road; design, install, operate and maintain the proposed pedestrian hybrid beacon at the intersection of Pearson Ranch Road and Iveans Way; and install and maintain the proposed fence at the end of Pickaxe Trail inside the City’s limits (collectively referred to as the “City’s Improvements”);

WHEREAS, this Agreement also sets forth the terms and conditions pursuant to which the County shall participate in 50% and 100% of the installation costs (being subject to the not-to-exceed amount set out herein) for the City’s traffic signal and pedestrian hybrid beacon installations respectively; and design, install, operate and maintain the proposed flashing beacons inside the City and the County limits (collectively referred to as the “County’s Improvements”);

WHEREAS, the installation costs include the cost of equipment and materials placed at the location, the cost of any contractor services, and any other construction related costs;

WHEREAS, the locations of the improvements’ sites are depicted in Exhibit “A”, which is attached hereto and incorporated herein by reference; and

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

I.
AGREEMENT AND OBLIGATIONS OF THE PARTIES

1.01 General. The purpose of this Agreement is to provide for the City's agreement and obligations as to the City's Improvements and the County's agreement and obligations as to the County's Improvements.

1.02 City's Improvements. The City hereby agrees to design, install, operate and maintain the proposed traffic signal at the intersection of Pearson Ranch Road and Avery Ranch Road; design, install, operate and maintain the proposed pedestrian hybrid beacon at the intersection of Pearson Ranch Road and Iveans Way inside the City's limits; and install and maintain the proposed fence at the end of Pickaxe Trail within existing City right-of-way, as described in the Plans and Specifications.

As specified in Section 2.04 of this Agreement, the City agrees to cost sharing for the installation cost of the proposed traffic signal at the intersection of Pearson Ranch Road and Avery Ranch Road and of the proposed pedestrian hybrid beacon at the intersection of Pearson Ranch Road and Iveans Way. The City agrees that installation and maintenance of the proposed fence at the end of Pickaxe Trail will be at its own expense.

1.03 County's Improvements. The County hereby agrees to design, install, operate and maintain the proposed flashing beacons and any associated traffic control signs within existing city and/or county right-of-way.

As specified in Section 2.04 of this Agreement, the County agrees to reimburse the City for 50% of the installation cost of the proposed traffic signal at the intersection of Pearson Ranch Road and Avery Ranch Road and for 100% of the installation cost of the proposed pedestrian hybrid beacon at the intersection of Pearson Ranch Road and Iveans Way.

The County agrees to install and maintain, at its own expense, any traffic control signs associated with the proposed pedestrian hybrid beacon at the intersection of Pearson Ranch Road and Iveans Way that are located on Pearson Ranch Road south of Iveans Way (within Williamson County but outside the City of Austin jurisdiction.)

1.04 Plans and Specifications. The "Plans and Specifications" shall be those prepared by the City.

1.05 Continuation of Service. The City agrees that the City's Improvements shall be undertaken to minimize lane closures to the traveling public. The County agrees that the County's Improvements shall be undertaken to minimize lane closures to the traveling public.

II.
CONSTRUCTION OF PROJECT

2.01 General. The Parties mutually acknowledge and agree that the City and County shall, at its own expense, construct all physical improvements that constitute a Party's obligation hereunder.

2.02 Construction Plans. The City and County shall submit the Plans and Specifications related to the particular Party's improvements, and any changes or modifications thereto, to the County and City prior to commencing construction.

2.03 Inspection. The City and County shall inspect the Plans and Specifications and the physical improvements by the respective Parties during construction.

2.04 Repayment of Costs. The County shall reimburse the City for 50% of the installation costs that the City incurs for the proposed traffic signal at the intersection of Pearson Ranch Road and Avery Ranch Road and 100% of the installation costs that the City incurs for the proposed pedestrian hybrid beacon at the intersection of Pearson Ranch Road and Iveans Way; provided, however, the County's total reimbursement shall not exceed \$285,000 (the "County Reimbursement").

(a) The final amount of the County Reimbursement will be based upon 50% and 100% of the actual installation costs incurred by the City for the proposed traffic signal and pedestrian hybrid beacon respectively, inside the City's limits, but it may not exceed the above referenced amount. All invoices shall be presented to the County's Auditor as soon as possible after the County has deemed the City's construction of the proposed traffic signal and pedestrian hybrid beacon installations complete.

(b) The County Reimbursement shall be payable to the City within 60 days after the County has deemed the construction of the proposed traffic signal and pedestrian hybrid beacon installations complete and all invoices have been received by the County's Auditor. Said determination of completion will not be unreasonably withheld.

2.05 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 the goods or services are received under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the City receives an invoice for the goods or services. 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 the 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.

2.06 Insurance, Bonds and Warranties. Deleted.

III. DISPUTES

3.01 **Material Breach; Notice and Opportunity to Cure.**

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting Party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

3.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties agrees that after providing notice and an opportunity to cure in accordance with Section 3.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting Party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

3.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

IV. GENERAL PROVISIONS

4.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

4.02 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction,

the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

4.03 Payments from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

4.04 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

4.05 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the County's Improvements and City's Improvements shown in the Plans and Specifications.

4.06 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

4.07 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

4.08 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

CITY: City of Austin, Texas
Austin Transportation Department
P.O. Box 1088
Austin, Texas 78767-1088
Telephone: (512) 974-1150

COUNTY: Williamson County
710 Main Street, Suite 101
Georgetown, Texas 78626
Attn: Judge Bill Gravell, Jr.
Telephone: (512) 943-1665

4.09 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

4.10 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

4.11 Termination for Convenience. This agreement may be terminated at any time, prior to a Party's construction contract execution date, 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, each Party will only be liable for its pro rata share of services rendered and goods actually received.

4.12 Termination. This agreement may be terminated by either Party upon giving thirty (30) days written notice thereof if all of the following conditions are met:

(a) The installation of the proposed improvements included in this agreement has been completed,

(b) The repayment of costs by Williamson County to the City of Austin as provided in Section 2.04 has been completed, and

(c) The portion of Pearson Ranch Road from Iveans Way southward to at least the point of the southern flashing beacon is within the City of Austin full purpose jurisdiction.

4.13 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, the City of Austin, the City of Austin City Council or any officials or representatives of the Parties.

(SIGNATURES ON FOLLOWING PAGE)

APPROVED AS TO FORM:


Assistant City Attorney

CITY OF AUSTIN:

By: 

Printed Name: Gina Fiandaca

Title: Assistant City Manager

Date: 7/23/19

WILLIAMSON COUNTY:

By: _____

Printed Name: Bill Gravell, Jr.

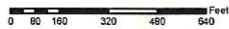
Title: County Judge

Date: _____

Exhibit A



Pearson Ranch Middle School and Elsa England Elementary School



This map is a schematic intended only for casual purposes; do not rely on the accuracy of any details without independently confirming them.

Data Source:
 Schools - TEA
 Aerials 2019 Pictometry
 City Boundary - City of Austin
 Roads - Williamson County 9-1-1 Addressing

Commissioners Court - Regular Session

34.

Meeting Date: 08/13/2019

Jail Renovations P411 - Vaughn Change Order #1

Submitted For: Dale Butler

Submitted By: Gina Wrehsnig, Building Maintenance

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on the Jail Renovations Project, P411, Change Order #1 from JT Vaughn Construction in the amount of \$131,180.00 to approve Plumbing, HVAC and Intercom services. This change order is being funded by the Project Contingency.

Background

Change order to approve funding for installation of check valves, replacement of an HVAC fan/coil unit, and intercom work in the North and South towers. The original contract included intercom material and equipment only. Due to the timing of adding the north intercom replacement, it was understood that the installation cost would be a change order once the design team and contractor clarified the scope and means of installation.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Change Order 1

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 08/08/2019

Reviewed By

Andrea Schiele

Date

08/08/2019 12:00 PM

Started On: 08/08/2019 10:38 AM



AIA Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> Williamson County Jail Renovation Project 508 S Rock Street Georgetown, TX 78626	CONTRACT INFORMATION: Contract For: General Construction Date: 4/2/19	CHANGE ORDER INFORMATION: Change Order Number: 001 Date: 8/6/19
OWNER: <i>(Name and address)</i> Williamson County, Texas 710 Main Street, Suite 101 Georgetown, TX 78626	ARCHITECT: <i>(Name and address)</i> Talex, Inc. Engineers 6300 La Calma Drive, Suite 100 Austin, TX 78752	CONTRACTOR: <i>(Name and address)</i> J.T. Vaughn Construction, LLC 10355 Westpark Drive Houston, TX 77042

THE CONTRACT IS CHANGED AS FOLLOWS:

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

Change Order No. 001 includes the Vaughn Change Order for the Change Proposals 1, 2, 4 & 5 for Vaughn Project No. 2719-01.

CP-01 - Intercom work in the North and South Towers of the Wilco Jail per RFP #1

CP-02 - Installation of check valves on the cold water piping side of the mixing valves

CP-04 - Replace FCU-2-J1

CP-05 - Credit for Cores in Mantrap Hardware

The original Contract Sum was	\$ 1,180,500.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 1,180,500.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 131,180.00
The new Contract Sum including this Change Order will be	\$ 1,311,680.00

The Contract Time will be increased by Twenty-Two (22) days.

The new date of Substantial Completion will be 12/31/19

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

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

Talex, Inc., Engineers ARCHITECT <i>(Firm name)</i> <i>Oscar Villarreal</i> SIGNATURE	J.T. Vaughn Construction, LLC CONTRACTOR <i>(Firm name)</i> <i>M. Simpson</i> SIGNATURE	Williamson County, Texas OWNER <i>(Firm name)</i> SIGNATURE
Oscar Villarreal PRINTED NAME AND TITLE	Mike Simpson PRINTED NAME AND TITLE	 PRINTED NAME AND TITLE
8-7-19 DATE	08/07/2019 DATE	 DATE

P-411 Jail Renov FY-19 Change Order 1

Item	Description	Amount	Days
RFP -1 / CP-01	Intercom Cut-Over North	\$ 96,984.00	20
RFP -2 / CP-02	Addt Plumb Valves	\$ 9,987.00	2
RFP -3 / CP-04	Ryle AHU Replace	\$ 25,300.00	0
Other -1 / CP-05	Credit on Mogul Cores	\$ (1,091.00)	0
	SUBTOTAL	\$ 131,180.00	22
	Contingency for C/O	\$ 295,125.00	
	Contingency Remaining	\$ 163,945.00	
	<i>Remaining less \$38k</i>	<i>\$ 125,945.00</i>	



6604 N. Lamar Blvd.
Austin, TX 78752

T: (512) 663-7481
F: (512) 681-9752

July 02, 2019

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

Re: Jail Renovations
Job No: 271901

Subj: Change Proposal No. 271901-0001

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of \$96,984 (ninety-six thousand nine hundred eighty-four) dollars to provide Intercom work in the North and South Towers of the Wilco Jail for the above referenced project.

- Add Price to replace existing intercom stations (re-using existing wire), test, warranty is \$33,675 plus CM Fee

Our price is valid for Ten (10) days

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

Very truly yours,
VAUGHN CONSTRUCTION

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

Thomas Morrill

Attachments:

CC:

FORM B

PROJECT: Jail Renovations

CHANGE PROPOSAL NO: 271901-0001

QUOTATION :

Item	Labor	Materials	Subs	Total
To Provide Pathways for Intercom System	\$0.00	\$0.00	\$14,065.00	\$14,065.00
To Provide the Reworking of the Existing Intercom System and Adding New Stations As Noted	\$0.00	\$0.00	\$70,350.00	\$70,350.00
To Provide Cleanup and Escorting	\$4,127.00	\$0.00	\$0.00	\$4,127.00
Totals	\$4,127.00	\$0.00	\$84,415.00	\$88,542.00
	Insurance, Tax, Benefits on Labor			\$0.00
	Overhead			\$0.00
	Fee on Subs			\$8,441.50
	Fee on JTV			\$0.00
	Bond			\$0.00
	Remodel Tax			\$0.00
	TOTAL			\$96,983.50

TIME EXTENSION TO CONTRACT: 20 Days

Submitted Date: 7/12/2019

Accepted

VAUGHN CONSTRUCTION

By: _____

Thomas Morrill
By: _____
Thomas Morrill

Date _____

Proposal Valid for 10 Days

To:	Jeff Perkins
Organization:	Vaughn Construction
Phone:	281-413-1193
Fax or Email:	jperkins@vaughnconstruction.com

QUOTATION Q190291 (Rev3)	Williamson County TX Intercom RFP #1 Change Order to Add North Tower Intercoms
---	--

7/30/2019

SCOPE OF WORK

Thank you for the opportunity to bid on this project. If you have any questions please feel free to call or reach back out. This price is based on the two drawings issued for this additional work.

Stanley will provide changes as per specs in RFI #1 (Overview Narrative to Summarize)

1. We will disconnect the existing intercom station's wire from the TSK Intercom and reterminate them on the new Harding equipment.
2. Program the existing PLC system to control the new Harding so the icons and callups still work on the control station touchscreens.
3. Connect new master intercoms "phones".
4. The wire from the termination box to the Harding headend will be replaced and cleaned up
5. Test each existing station for functionality. If the wire or the existing station is found to be unusable or faulty there will be additional charges based on current service rates.
6. Provide fiber from South Tower to North Tower electronics rooms for future use (it will not be connected to any equipment). Owner to provide accessible conduit/pathway

<u>Name</u>	<u>Qty</u>	<u>Cost/Rate</u>	<u>15% Markup</u>	<u>Sub-Total</u>
Material	1	\$2,130.43	\$319.57	\$2,450.00
Engineering/Drawings	20	\$100.00	\$2,200.00	\$2,300.00
In-house Prototyping Tech	34	\$78.26	\$2,951.74	\$3,030.00
In-house Programming	180	\$100.00	\$20,600.00	\$20,700.00
On-Site Programming/Testing	80	\$100.00	\$9,100.00	\$9,200.00
Tech on-site for testing	80	\$78.26	\$7,121.74	\$7,200.00
Technitlions for Installation	80	\$78.26	\$7,121.74	\$7,200.00
Travel & Per-diem	1	\$5,686.96	\$853.04	\$6,540.00
Project Management	40	\$100.00	\$4,500.00	\$4,600.00
Fiber material an install	1	\$3,260.87	\$489.13	\$3,750.00
Warranty	1	\$2,765.22	\$414.78	\$3,180.00
Shipping	1	\$173.91	\$26.09	\$200.00
			Total	\$70,350.00

EXCLUSIONS:

1. Conduit, raceway, D-rings, pull strings, conduit layout
2. Replacement of any existing intercom stations
3. Penetrations, fire caulking
4. 120VAC power hookup
5. Grounding
6. Any locks, lock or door hardware and position switches
7. Adjustments or repair of existing non-functional devices. These can be quoted on a time and material basis in addition.
8. Full time site super unless our workers are currently on-site.
9. Any non-functioning or out of adjustment existing equipment / devices
10. Any access panels
11. LD's
12. Lifts or heavy equipment
13. Fiber cabling between buildings, because that was part of the original bid
14. Existing wire to be re-used that is found faulty.
15. Programming to interconnect North and South tower touchscreen control (i.e. door control, intercom connections, etc. from other tower touch screen control station)

OUR PRICE IS BASED ON:

1. Owner to provide us PLC and HMI software and associated passwords
2. Time is allowed for us to install our wiring and equipment. We have no control over delays caused by others
3. Owner to provide us with the AutoCad floorplans of the facility
4. Access to the building areas during normal working hrs 8am-5pm
5. Clearly labeled pull strings

Timeline and Schedule:

After receipt of order, we will schedule the work based availability and access to the jobsite.

Miscellaneous:

We work under the terms of a purchase order or signed agreement only. No applicable taxes or bonding have been included in our price. Shipping and handling is included. We are pleased to provide this quotation, and we hope it meets with your approval. We will wait to proceed with this change until we receive a Purchase Order/Signed Sales Agreement.

Voluntary:

Add Price to replace existing intercom stations (re-using existing wire), test, warranty \$33,675.⁰⁰

If you have any questions, please feel free to call.

Sincerely,

David Beeler
Senior Sales Engineer
david.beeler@sbdinc.com
317-796-6241 mobile

Terms and Conditions

GENERAL

Terms are due upon receipt. SCSS works under the terms of a purchase order only. We will wait to proceed with this change until we receive a Purchase Order or Signed Sales Agreement. SCSS is not responsible for any work associated with hazardous materials (i.e. asbestos, lead paint, etc) that is associated with the work. This work will be the responsibility of the Owner or General Contractor.

All paperwork to be addressed to: **Stanley Convergent Security Solutions, Inc.** Please scan and email the Purchase Order or Signed Sales Agreement, W-9, and a Tax Exempt Certificate and mail the originals to our main office to my attention. If you have any questions, please feel free to call.

WARRANTY

SCSS warrants that the engineering and equipment will be free from defects in material and workmanship for a period of 1 year from the date the system is placed into operation. If during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced free of charge. Warranty repair and/or service shall be provided in accordance with the terms and conditions set forth in the Agreement between SCSS and Owner.

DISCLAIMER OF ALL OTHER WARRANTIES: EXCEPT FOR THE FOREGOING LIMITED EQUIPMENT WARRANTY DESCRIBED ABOVE, SCSS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IT IS EXPRESSLY AGREED THAT UNDER NO CIRCUMSTANCES SHALL SCSS BE HELD LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, WHETHER ARISING UNDER ALLEGED BREACH OF AGREEMENT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND SCSS'S LIABILITY SHALL BE STRICTLY LIMITED AS STATED ABOVE.

ADDITIONAL CHARGES:

1. All prices quoted do not include sales tax or bonds unless specifically written on the face of the proposal.
2. Unless otherwise stated in the proposal, the price quoted is FOB shipping point. All shipments will be UPS ground.
3. Applicable permitting fees will be billed on a pass-through basis.
4. The price quoted assumes installation will be performed during SCSS's normal working hours and using its own personnel. If Customer requests the installation or any part thereof to be performed outside ordinary business hours or, if the installation must be performed by outside contractors, or SCSS's wage rates do not apply as a result of prevailing wage requirements, or otherwise, then the installation charge will be adjusted accordingly.
5. Any changes to the system required by any government agency or Authority Having Jurisdiction will be billed to Customer, and are not the responsibility of SCSS.

INSURANCE:

SCSS will carry Liability Insurance and Workers Comp. Insurance and will provide Certificates of Insurance to Contractor, with Contractor named as Certificate Holder, prior to the execution of any work. In the event SCSS is required to indemnify Contractor, Owner or a third party, the indemnification shall be limited to the installation amount.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions attached hereto are satisfactory and are hereby accepted. SCSS is authorized to do the work as specified. Payment will be made as outlined above.

Stanley Convergent Security Solutions, Inc.

Written By: David Beeler
Title: Senior Sales Engineer

Approved and Accepted by Stanley CSS

By: _____
Title: _____
Date: _____

Customer

Approved By: _____
Title: _____
Date: _____

This proposal may be withdrawn by us if not accepted within thirty (30) days.



Doyle Electric, LLC
917 Sixth St
Marble Falls, Texas 78654
Phone: 512-743-5534

Request for Change Order

6/28/2019

TO:

Vaughn Construction
Doug Boram
Houston, Texas 77042

JOB:

Project: Jail Renovations
306 W 4th St
Georgetown, Texas 78626
Change Order Number: 538-01

CHANGE ORDER INFORMATION: REV 1 - RFP #1

WORK DESCRIPTION: Includes Additional Intercom pathways per RFP #1. Coring, fire caulking as needed. Conduit sizes per Stanley Security recommendations. Estimated time only for demolition of LV cables (does not include unforeseen conditions/routing of cables to be demoed).

The total amount of this Change Order is: **\$14,065.00**

Total number of working days: Add 9 Days

Exclusions:

- Overtime
- Tax
- Existing Electrical/Low Voltage Conditions
- Concrete Cutting/Patching
- CMU Patching
- Paint
- Low Voltage Cabling or Systems (conduit pathways only)
- Unknown routing/conditions of existing cables to be demolished

Sincerely,

Dustin Doyle

Item#	Description	Qty	Price	Price	Ext Price	Labor	Labor	Ext Labor
1002	1" EMT	180.00	142.93	C	257.27	5.50	C	9.90
1486	1" Compression Steel Connector	4.00	429.77	C	17.19	0.25	E	1.00
1566	1" Compression Steel Coupling	18.00	448.70	C	80.77	0.40	E	7.20
1608	1" Plastic Bushing	4.00	49.62	C	1.98	0.14	E	0.56
2361	1" Conduit Hanger w/Bolt	22.50	97.20	C	21.87	25.00	C	5.63
2472	4" Square x 2-1/8" Deep Box w/brkt (1/2&3/4 KO's)	2.00	4262.44	M	8.52	0.30	E	0.60
3078	1/8" Poly Pull Line	189.00	6.10	M	1.15	3.50	M	0.66
5079	4" Square Flat Blank Cover	2.00	402.74	C	8.05	0.12	E	0.24
T0001	2" core/Sleeve/Fire Caulk	9.00	300.00	E	2700.00	1.00	E	9.00
T0002	Tool/Material Pick-up/Escort	2.50	0.00	E	0.00	2.00	E	5.00
T0003	Demo of Existing LV Cables	1.00	0.00	E	0.00	160.00	E	160.00
					3096.81			199.79

<u>Change Order Summary</u>	
Material Total	\$3,096.81
Material Subtotal	\$3,096.81
Electrician Hours	131.86
Electrician per Hour with Burden	\$33.07
Overtime Electrician Hours	
OT Electrician per Hour with Burden	N/A
Superintendent Hours	67.93
Superintendent per Hour with Burden	\$59.85
OT Superintendent Hours	
OT Superintendent per Hour with Burden	N/A
Labor Subtotal	\$8,426.22
Consumables (6% of material)	\$185.81
Project Management (5% of labor)	\$421.31
Safety (\$0.50 per labor hour)	\$99.90
Equipment	\$0.00
Subcontractors	\$0.00
Direct Costs Subtotals	\$707.01
Total Costs Subtotal	\$12,230.04
Overhead & Profit (15%)	\$1,834.51
CHANGE ORDER TOTAL	\$14,065



6604 N. Lamar Blvd.
Austin, TX 78752

T: (512) 663-7461
F: (512) 681-9752

July 17, 2019

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

Re: Jail Renovations
Job No: 271901

Subj: Change Proposal No. 271901-0002

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of \$9,987 (nine thousand nine hundred eighty-seven) dollars to provide installation of check valves on the cold water piping side of the mixing valves for the above referenced project.

Our price is valid for Ten (10) days

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

Very truly yours,
VAUGHN CONSTRUCTION

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

Thomas Morrill

Attachments:

CC:

FORM B

PROJECT: Jail Renovations

CHANGE PROPOSAL NO: 271901-0002

QUOTATION :

Item	Labor	Materials	Subs	Total
Install check valves on the cold water piping side of the mixing valves.	\$0.00	\$0.00	\$8,892.00	\$8,892.00
Clean up and Access control	\$206.00	\$0.00	\$0.00	\$206.00

Totals	\$206.00	\$0.00	\$8,892.00	\$9,098.00
				Insurance, Tax, Benefits on Labor \$0.00
				Overhead \$0.00
				Fee on Subs \$889.20
				Fee on JTV \$0.00
				Bond \$0.00
				Remodel Tax \$0.00
				TOTAL \$9,987.20


TIME EXTENSION TO CONTRACT: 2 Days

Submitted Date: 7/17/2019

Accepted

VAUGHN CONSTRUCTION

By: _____

By: 

 Thomas Morrill

Date _____

Proposal Valid for 10 Days

Harkins Company

Mechanical Contractor

(512) 281-5577 Fax (512) 281-5588
618 Hwy 95 N Elgin, Texas 78621
TACLA27076C M39024

Change Order Proposal - 01

July 5, 2019

Vaughn Construction
Attn: Rodney Wilson

Project: Wilco Jail

RE: RFI-04

Harkins Company submits this change order proposal in response to the changes noted in RFI-04. Work includes the labor and materials to install check valves on the cold water piping side of the mixing valves.

Labor:	\$ 3,240.72
Materials:	\$ 4,491.70
Subtotal:	\$ 7,732.42
OH&P (15%):	\$ 1,159.86

TOTAL COST: \$ 8,892.28



Quotation

NATIONAL WHOLESALE AUSTIN BR29
 6935 RYAN
 AUSTIN, TX 78757
 512-691-1096
 Fax 512-982-7704

EXPIRATION DATE	QUOTE NUMBER
07/14/2019	S2792786
NATIONAL WHOLESALE AUSTIN BR29 6935 RYAN AUSTIN, TX 78757 512-691-1096 Fax 512-982-7704	PAGE NO.
	1 of 1

QUOTE TO:

SHIP TO:

HARKINS COMPANY
 618 HWY 95 N
 ELGIN, TX 78621

HARKINS COMPANY-SHOP
 618 HWY 95 N
 ELGIN, TX 78621

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
28289	Wilco Jail		WILLIAM BUTCHEE	
WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
MATT LOFLAND	OT OUR TRUCK	NET 10TH PROX	07/09/2019	No
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
1ea	CS-34-120 THERMA-OMEGA CIRCUIT SOLVER		167.617/ea	167.62
1ea	T480Y-LF NIBCO 1 THRD LF BRONZE SPRING CHECK VALVE		68.449/ea	68.45
3ea	79135 VIEGA PROGRESS 1 BRONZE UNION LF		48.579/ea	145.74
4ea	79245 VIEGA PROGRESS 1 BRONZE MALE ADAPTER LF		11.839/ea	47.36
1ea	FREIGHT & HANDLING		20.000/ea	20.00
<p><i>Handwritten calculations:</i></p> <p>Total Materials = \$449.17 x 10 = \$4,491.70</p> <p>Total Labour = \$45.01/hr x 3 men x 24 hrs = \$3,240.72</p> <p>Substrate = 7,732.42</p> <p>15% = 1,159.86</p> <p>Total = \$8,892.28</p>				
National Wholesale Supply standard Terms of Sale apply. NWS reserves the right to rescind or modify any bid at any time. Pricing on bids does not include sales tax. Material quoted is based on information provided by the customer. NWS is not responsible for any items interpreted incorrectly or items that may have been left off the bid. The customer is responsible for reviewing all quotes for accuracies. Bid is based on items listed and is deemed invalid in part. Freight not included, unless otherwise noted. Returns must be pre-approved prior to return and re-stocking and return freight charges will apply.			Subtotal	449.17
			S&H Charges	0.00
			Amount Due	449.17



6604 N. Lamar Blvd.
Austin, TX 78752

T: (512) 663-7461
F: (512) 681-9752

August 05, 2019

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

Re: Jail Renovations
Job No: 271901

Subj: Change Proposal No. 271901-0004

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of \$25,300 (twenty-five thousand three hundred) dollars to provide Replace FCU-2-J1 at the Wilco Jail Renovation Project for the above referenced project.

Our price is valid for Ten (10) days

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

Very truly yours,
VAUGHN CONSTRUCTION

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

Thomas Morrill

Attachments:

CC:

FORM B

PROJECT: Jail Renovations

CHANGE PROPOSAL NO: 271901-0004

QUOTATION :

Item	Labor	Materials	Subs	Total
Replace FCU-2-J1	\$0.00	\$0.00	\$23,000.00	\$23,000.00
Totals	\$0.00	\$0.00	\$23,000.00	\$23,000.00
	Insurance, Tax, Benefits on Labor			\$0.00
	Overhead			\$0.00
	Fee on Subs			\$2,300.00
	Fee on JTV			\$0.00
	Bond			\$0.00
	Remodel Tax			\$0.00
	TOTAL			\$25,300.00

TIME EXTENSION TO CONTRACT: 0 Days

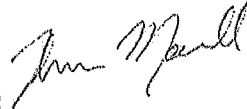
Submitted Date: 8/5/2019

Accepted

By: _____

Date _____

VAUGHN CONSTRUCTION



By: _____
Thomas Morrill

Proposal Valid for 10 Days

Change Order Proposal



General Contractor: Vaughn
Attn: Doug Borum

July 30, 2019

Re: Replace Fan/Coil Unit FCU-2-J1 in Chief Deputy's Office.

We base our quotation on the following bid documents:

Plans Dated: 4/17/2019
Mechanical sheets: M1.1

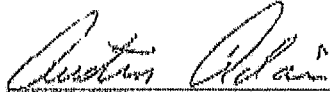
Scope of Work:

1. Furnish and install (1) Daikin chill water fan/coil unit per schedule w/ 10kw heat.
2. New valve package
3. New 2-way control valve
4. Automated Logic controls
5. Rectangular, sheetmetal ductwork w/ insulation as required.
6. Demolition as required (excludes ceiling removal and replacement)
7. ~~Black steel screw piping.~~ In original proposal
8. Start-up of new equipment.
9. Owner training
10. ~~Air Balance by NEBB certified contractor.~~ In original proposal
11. Material handling and Trucking.
12. Labor and supervision.
13. 1-year labor warranty
14. Prevailing wages

Exclusions:

1. All cutting, coring, x-raying, patching or framing of walls, floors and roof for ductwork and piping penetrations.
2. Electrical conduit, disconnects, motor or mag starters, wiring or hook-up, interlocks.
3. All plumbing work (Gas or Water), water heater flues and fire sprinkler work.
4. Premium time.
5. Liquidated damages
6. 3rd party commissioning agent and/or fees
7. Fireproofing, fire life safety controls, time clocks, alarms, integration, and equipment interlocks.
8. Bonds

HVAC Change Order Price: \$23,000.00



Austin Adair

Office Phone: (512) 244-3436 #213 / Mobile: (512) 999-8338

Email: AADAIR@GEMINIMECH.COM

PROPOSAL IS SUBJECT TO AND CONDITIONED UPON EACH OF THE FOLLOWING:
APPROVAL OF CONTRACTOR'S CREDIT BY GEMINI MECHANICAL, INC. AND/OR RECEIPTS OF A CERTIFICATE
SHOWING A PAYMENT BOND IS IN PLACE FOR THE BENEFIT OF ALL SUBCONTRACTORS. COPY OF GEMINI
PROPOSAL WITH SCOPE AND EXCLUSION MUST BE INCLUDED IN CONTRACT.

NOTE: Quote may be withdrawn by us if not accepted within 30 days.

Regulated by the Texas Department of Licensing and Regulation, PO Box 12157, Austin, TX. 78711 1-800-803-9202, 512-463-6599

JOB NAME: WILCO JAIL - REPLACE FCU-2-J1
JOB NUMBER: 0
DATE: 07/30/19

A	B	C
Item No.	Description of work	Schedule Value
1	A/C Equipment	
	Material	\$3,852.00
	Labor	\$0.00
	Total	\$3,852.00
2	General / Demolition	
	Material	\$144.00
	Labor	\$75.00
	Total	\$219.00
6	Startup	
	Material	\$133.00
	Labor	\$91.00
	Total	\$224.00
7	Piping	
	Material	\$241.00
	Labor	\$64.00
	Total	\$305.00
8	Subcontractors	\$15,400.00
		\$0.00
9	Sub Total	\$20,000.00
		\$0.00
10	15% OH and Profit	\$3,000.00
	TOTAL	\$23,000.00

Daikin Fan/Coil Unit
 Original Included moving unit

Valve package and components
 All other piping included originally

Automated Logic Controls



6604 N. Lamar Blvd.
Austin, TX 78752

T: (512) 663-7461
F: (512) 681-9752

August 06, 2019

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

Re: Jail Renovations

Job No: 271901

Subj: Change Proposal No. 271901-0005

Dear Sir or Madam:

We respectfully submit our proposal for a decrease to our contract in the amount of \$1,091 (one thousand ninety-one) dollars to provide Credit for Mantrap Door Hardware Cores for the above referenced project.

Our price is valid for Ten (10) days

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

Very truly yours,
VAUGHN CONSTRUCTION

A handwritten signature in cursive script, appearing to read "Tom Morrill".

Thomas Morrill

Attachments:

CC:

FORM B

PROJECT: Jail Renovations

CHANGE PROPOSAL NO: 271901-0005

QUOTATION :

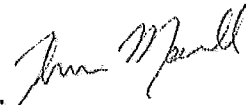
Item	Labor	Materials	Subs	Total
Credit for Mantrap Door Hardware Cores	\$0.00	\$0.00	\$(1,091.00)	\$(1,091.00)
Totals	\$0.00	\$0.00	\$(1,091.00)	\$(1,091.00)
				Insurance, Tax, Benefits on Labor \$0.00
				Overhead \$0.00
				Fee on Subs \$0.00
				Fee on JTV \$0.00
				Bond \$0.00
				Remodel Tax \$0.00
TOTAL				\$(1,091.00)

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 8/6/2019

Accepted

VAUGHN CONSTRUCTION



By: _____

By: Thomas Morrill

Date _____

Proposal Valid for 10 Days



SUSTAINABLE
SECURITY SOLUTIONS

Williamson County Jail Renovation
Georgetown, TX
S3 Job # 19-005

5/29/2019

Proposed Cost Proposal: Credit cylinders and keys

Line	Description	Qty	Un	U/P	Extended
1	Cylinder for Southern Folger 10120AMD-2 Lockset	-10	EA	\$ 65.00	\$ (650.00)
2	Mogul key	-18	EA	\$ 19.00	\$ (342.00)
	Subtotal			\$	\$ (992.00)
	10% OH&P			\$	\$ (99.20)
	Total			\$	\$ (1,091.20)

Note: Cylinders and keys are owner provided

Terms: This proposal is good for 60 days.

Commissioners Court - Regular Session

35.

Meeting Date: 08/13/2019

10AM Public Hearing on the Williamson County proposed 2019 tax rate of 0.4459029 per 100

Submitted For: Larry Gaddes

Submitted By: Judy Kocian, County Tax Assessor
Collector

Department: County Tax Assessor Collector

Agenda Category: Regular Agenda Items

Information

Agenda Item

10:00 A.M.. Public Hearing on the proposed 2019 tax rate of \$0.459029 per \$100 for Williamson County.

Background

This is the first of two public hearings on the proposed 2019 tax rate. The proposed rate was voted on August 6, 2019 and is the combined rate of M&O, I&S and R/FM. The second public hearing will be held on August 20, 2019. The individual tax rates will be adopted August 27, 2019.

Proposed Tax Rate: \$0.459029 per \$100
Preceding Year's Tax Rate: \$0.459029 per \$100
Effective Tax Rate: \$0.444477 per \$100
Rollback Tax Rate: \$0.471596 per \$100

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Notice 1st Public Hearing

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/05/2019 04:13 PM
Form Started By: Judy Kocian		Started On: 08/05/2019 02:19 PM
Final Approval Date: 08/05/2019		

NOTICE OF 2019 TAX YEAR PROPOSED PROPERTY TAX RATE FOR

Williamson County

A tax rate of \$0.459029 per \$100 valuation has been proposed by the governing body of Williamson County. This rate exceeds the lower of the effective or rollback tax rate, and state law requires that two public hearings be held by the governing body before adopting the proposed tax rate.

The governing body of Williamson County proposes to use revenue attributable to the tax rate increase for the purpose of paying off debt and .

PROPOSED TAX RATE	\$0.459029 per \$100
PRECEDING YEAR'S TAX RATE	\$0.459029 per \$100
EFFECTIVE TAX RATE	\$0.444477 per \$100
ROLLBACK TAX RATE	\$0.471596 per \$100

The effective tax rate is the total tax rate needed to raise the same amount of property tax revenue for Williamson County from the same properties in both the 2018 tax year and the 2019 tax year.

The rollback tax rate is the highest tax rate that Williamson County may adopt before voters are entitled to petition for an election to limit the rate that may be approved to the rollback rate.

YOUR TAXES OWED UNDER ANY OF THE ABOVE RATES CAN BE CALCULATED AS FOLLOWS:

$$\text{property tax amount} = (\text{rate}) \times (\text{taxable value of your property}) / 100$$

For assistance or detailed information about tax calculations, please contact

Larry Gaddes PCAC, CTA
Williamson County Tax Assessor-Collector
904 S. Main Street
512-943-1603
proptax@wilco.org
www.wilco.org/propertytax

You are urged to attend and express your views at the following public hearings on proposed tax rate:

First Hearing: 08/13/2019 10:00 AM at Commissioners Court 710 S Main St, Georgetown, TX Historic Courthouse

Second Hearing: 08/20/2019 10:00 AM at Commissioners Court 710 S Main St, Georgetown, TX Historic Courthouse

Commissioners Court - Regular Session

36.

Meeting Date: 08/13/2019

Receive presentation from the TxDOT Austin District Engineer

Submitted For: Robert Daigh

Submitted By: Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive presentation from the TxDOT Austin District Engineer.

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: Vicky Edwards

Final Approval Date: 08/01/2019

Reviewed By

Andrea Schiele

Date

08/01/2019 09:21 AM

Started On: 07/31/2019 04:49 PM

Commissioners Court - Regular Session

37.

Meeting Date: 08/13/2019

2019/2020 Holidays

Submitted For: Bill Gravell

Submitted By: Melissa Goins, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on establishing County Holidays for FY2019-2020.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[FY19/20 Holidays](#)

Form Review

Inbox

County Judge Exec Asst. (Originator)

Form Started By: Melissa Goins

Final Approval Date: 08/08/2019

Reviewed By

Andrea Schiele

Date

08/08/2019 09:59 AM

Started On: 08/08/2019 09:43 AM

The proposed holiday schedule for paid holidays for the 2019/2020 budget year is as follows:

Veterans Day	Monday	November 11, 2019
Thanksgiving Holiday	Thursday Friday	November 28, 2019 November 29, 2019
Christmas Holiday	Monday Tuesday Wednesday	December 23, 2019 December 24, 2019 December 25, 2019
New Year's Holiday	Wednesday	January 1, 2020
Martin Luther King Day	Monday	January 20, 2020
President's Day	Monday	February 17, 2020
Good Friday	Friday	April 10, 2020
Memorial Day	Monday	May 25, 2020
Labor Day	Monday	September 7, 2020

Commissioners Court - Regular Session

38.

Meeting Date: 08/13/2019

Annual Renewal of Texas State Library Contract

Submitted For: Nancy Rister

Submitted By: Nancy Rister, County Clerk

Department: County Clerk

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on renewal of contract with Texas State Library for County Clerk microfilm storage and creation for 2019-2020.

Background

Annual renewal of contract with Texas State Library for FY 2019-2020.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

TSL2020

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	08/06/2019 08:40 AM
County Judge Exec Asst.	Andrea Schiele	08/06/2019 09:06 AM
Form Started By: Nancy Rister		Started On: 08/05/2019 05:38 PM
Final Approval Date: 08/06/2019		

Contract for Imaging Services for Fiscal Year 2020

Texas State Library and Archives Commission

State and Local Records Management

THE STATE OF TEXAS – COUNTY OF TRAVIS

TSLAC Contract Number: 6-20-1246

WillCo Contract or Purchase Order Number: Not Provided

This Contract is entered into by and between the Texas State Library and Archives Commission, the Performing Agency, and Williamson County Clerk, the Receiving Agency, pursuant to the authority granted in, and in compliance with, the provisions of the Interagency Cooperation Act, Texas Government Code, Title 7, Chapter 771.

I. ADMINISTRATIVE CONTACT INFORMATION FOR CONTRACTING PARTIES

Receiving Agency

Name: Williamson County Clerk
Agency Code: 1246.01
Contact Person: Nancy Rister
Contact Phone: (512) 943-1549
Contact Email: nrister@wilco.org

Performing Agency

Name: Texas State Library and Archives Commission
Agency Code: 306
TINS No: 33063063060013
Contact Person: Dee Riley
Phone: (512) 475-5151

II. STATEMENT OF SERVICES TO BE PERFORMED

The Performing Agency will perform records storage and imaging related services in levels not to exceed the total billable amounts in Section IV of this Contract. Billable fees for records storage and imaging related services will be assessed monthly based on actual services performed. Fees for services under this Contract are outlined in Appendix 1.

Information regarding the eligibility for storage and imaging, record preparation, transferring and transporting records, requesting or returning stored records, and the final disposition of stored records is available on the Performing Agency's website in the "Records Management" Section.

The Performing Agency certifies that it has authority to provide and invoice for these services as granted in Texas Government Code, Chapter 441, § 441.006, § 441.017, and § 441.182.

III. FEE SCHEDULE CALCULATION

All fees charged under this Contract are formulated on a cost recovery model reviewed by the Texas State Auditor's Office and the Texas Legislative Budget Board.

Reimbursable costs under this Contract will be calculated for Records Center Services in accordance with Texas Government Code as cited in Section II and as listed in Appendix 1, effective September 1, 2019.

IV. CONTRACT AMOUNT

The maximum amount of this Contract is \$92,200.00 and can only be increased or decreased by an executed addendum to this Contract. Of the total amount of this Contract, \$6,500.00 of this amount is designated for storage services and \$85,700.00 is designated for imaging services.

The total amount of this Contract is an estimate based on prior services provided by the Performing Agency for services requested by the Receiving Agency. It is the responsibility of both the Performing and Receiving Agencies to amend this Contract as the scope of services changes during the Contract term.

V. INVOICING FOR SERVICES

The Performing Agency will submit invoices to the Receiving Agency on a monthly basis and will provide support documentation for any change in the storage, circulation, and/or imaging charges incurred during the invoicing period. This documentation will be provided at no additional charge. Any additional reports requested by the Receiving Agency will be charged as "Other Services" and will be discussed and agreed upon by both parties prior to the start of the work.

Invoices will be submitted to the Receiving Agency as PDF files via email to the contact listed below. The Receiving Agency is responsible for informing the Performing Agency at ar@tsl.texas.gov if the billing email address changes or some other method of submission is necessary for the invoices.

The Receiving Agency's email address for receiving invoices is: nrister@wilco.org.

Questions concerning billing and accounting transactions related to this Contract should be directed to the attention of:

Texas State Library and Archives Commission
State and Local Records Management
Attention: Accounting
Box 12516
Austin, TX 78711-2516
Email: ar@tsl.texas.gov

VI. PAYMENT FOR SERVICES

Payment for services performed under this Contract will be processed monthly in accordance with the Interagency Cooperation Act, Texas Government Code, Chapter 771, § 771.008.

If the Receiving Agency is paying other than via an Interagency Transaction Voucher processed through the Texas Comptroller's Uniform Statewide Accounting System (USAS), the Receiving Agency will remit payment to the following address:

**Texas State Library and Archives Commission
Accounts Receivable
Box 12516
Austin, TX 78711-2516**

VII. CANCELLATION OF CONTRACT

This Contract may be canceled by either party provided the following conditions are met. To terminate this Contract, either party must submit a written notice of intent to terminate the contract to the other party at the address listed in Section I of this Contract at least 30 days prior to the intended termination date. The termination notice must reference the State and Local Records Management (SLRM) Contract Number, and must be dated and signed by the agency head or the authorized records management officer. The date of actual Contract termination must be mutually agreed to in writing by both parties to allow for the appropriate and efficient disposition of all records in storage or micro-conversion in process at the time of cancellation notice. Payment for storage services performed will be the responsibility of the Receiving Agency until all records are removed from storage, and payment for imaging services will be due for all imaging services performed prior to the agreed termination date. All fees will be calculated as outlined in the fee schedules in Appendix 1.

VIII. TERM OF CONTRACT

This Contract begins once fully executed by both parties and terminates on August 31, 2020.

The undersigned parties bind themselves to the faithful performance of this Contract. It is mutually understood that this Contract will not become effective until signed by both parties below.

RECEIVING AGENCY
Williamson County Clerk

By: _____
Bill Gravell
County Judge

Date: _____

PERFORMING AGENCY
Texas State Library and Archives Commission

By: Donna Osborne
Donna Osborne
Chief Operations and Fiscal Officer

Date: 7/29/19

GENERAL INSTRUCTIONS

An original and one copy of this entire document, including any attachments, addenda, and/or exhibits must be submitted to the Receiving Agency for approval. The Receiving Agency must sign both Contracts and return one copy to:

Texas State Library and Archives Commission
State and Local Records Management
Attention: Accounting
Box 12516
Austin, TX 78711-2516



TEXAS STATE LIBRARY AND ARCHIVES COMMISSION
 State & Local Records Management Division
RECORDS STORAGE SERVICES
FEE SCHEDULE (FY 2020)

The following fees will be charged for services provided to state agencies or local governments by the Texas State Library and Archives Commission in the State Records Center at 4400 Shoal Creek Boulevard in Austin, Texas.

RECORDS STORAGE SERVICES (NIGP CODE)	Unit	Fee
1. Records Center Stack Storage (962-95-01)	Cubic Ft (CF)*	\$ 0.20
2. Oversize Documents (962-95-02)	Call for quote	
3. Map Storage (962-95-03)	Call for quote	
4. Microfilm storage – 16 mm roll (962-95-04)	Each	\$ 0.07
5. Microfilm storage – 35 mm roll (962-95-05)	Each	\$ 0.14
6. Microfiche storage (962-95-06)	Per sheet	\$ 0.0015
7. Microfilm storage – Quarantine (962-95-07)	Each	\$0.21
8. Microfilm storage – Cold storage (962-95-08)	Each	\$1.00
9. Microfilm storage – Freezer storage (962-95-09)	Each	\$2.00
10. Disaster Recovery – storage (990-28-01)	CF	\$ 3.50
11. Disaster Recovery – circulation (990-28-02)	CF	\$ 5.00

Monthly Fees are assessed on the total volume of cubic feet of hard copy or microforms stored at any point during a month.

***NOTE: \$0.20 per cubic foot equals \$0.24 per standard record storage box.**



TEXAS STATE LIBRARY AND ARCHIVES COMMISSION
 State & Local Records Management Division
RECORDS STORAGE SERVICES
DRAFT FEE SCHEDULE (FY 2019)

ACTIVITIES SERVICES	Unit	Fee
1. Accessions (958-82-01)	Each	\$ 1.10
2. Disposal and destruction (958-82-02)	Each	\$ 2.75
3. Permanent Withdrawal (958-82-03)	Each	\$ 2.75
4. Circulation (958-82-04)	Each	\$ 1.75
5. Rush Circulation (958-82-05)	Each	\$ 3.50
6. Regular Deliveries/Pickups (in City of Austin) (958-82-06)	Each	\$11.00
7. Rush Deliveries/Pickups (in City of Austin) (958-82-07)	Each	\$22.00
8. Special Deliveries /Pickups surcharge (in City of Austin) (958-82-07)	Each*	\$ 0.50
9. Delivery mileage charge (outside City of Austin) (958-82-09)	Per mile	\$ 1.25
10. Scan on demand (digital scan/transmission of documents/microfilm/microfiche) (958-82-10) <i>Note: circulation and research fees also applied for pull and refile (Items 15 and 26)</i>	Per page/Per frame	\$ 0.20
11. Scan on demand oversize documents (digital scan/transmission of documents) (958-82-11) <i>Note: circulation and research fees also applied for pull and refile (Items 15 and 26)</i>	Per page	\$1.00

*Applied only when additional staff time is needed to remove from a location or place in location 30 or more items while at an agency.

OTHER SERVICES	Unit	Fee
12. Data entry – per line (958-82-12)	Per line	\$ 0.50
13. Relabel – box or file (958-82-17)	Each	\$2.00
14. Document Preparation (if required for scan on demand) (958-82-13)	Per hour*	\$40.00
15. Research – box, file, microform assistance (958-82-14)	Per hour*	\$40.00
16. Special reports – research and generation (958-82-15)	Per hour*	\$40.00
17. Minimum monthly charge (958-82-16)	Each	\$15.00

*Charged in 15 minute increments.

Records Storage Service Descriptions

- 1. Records Center Stack Storage:** The monthly fee is \$0.20 per cubic foot. The industry standard is to assess a standard record storage box with the lid at 1.2 cubic feet each; this is equal to \$0.24 per month. Storage of containers other than the standard container includes either 36 or 48" roll plan (RP36, RP48).
- 2. Oversize Documents:** If documents are too large or too fragile to be housed in roll plan boxes, please contact the Records Center Manager to discuss alternatives. Charges will be based on the amount of space taken up on shelves. Arrangements for other types of storage and pricing will be taken on a case-by-case basis.
- 3. Map Storage:** Oversized maps that can be stored on shelves, map cabinets, or oversized flat boxes will be accepted on a case-by-case basis as room is available. Pricing will vary based on the amount of floor space or shelf space taken up by the maps. Please contact the State Records Center Manager for additional information.
- 3-5. Microform Storage:** Reels and Microfiche are stored in one of the microfilm vaults at the State Records Center. The rate of \$0.07 is for a 16mm reel, that fee is doubled for 35mm. The cost of storing each sheet of microfiche is \$0.0015.
- 6. Microfilm Storage – Quarantine:** Film that is identified as having oxidation, vinegar syndrome, or other degradation issues will be removed from storage. Film will be segregated into a vault designated for quarantined film. The owner of the film will have the option of duplicating the film or leaving the film in quarantine vault. Microfilm stored in this area will be charged a rate of \$0.21 per roll, per month. This is a new service in FY2018.
- 7. Microfilm Storage – Cold storage:** Fragile or degrading film will be stored between 33-55 degrees to help slow the effects of the degradation. The cost will be \$1.00 per roll, per month.
- 8. Microfilm Storage – Freezer storage:** Extremely fragile or degrading film will be stored below 32 degrees to help slow the effects of the degradation. The cost will be \$2.00 per roll, per month.
- 10. Disaster Recovery Vault Storage:** The fee is assessed for the total volume of cubic feet stored in the disaster recovery vault that is not processed into and/or out of disaster recovery vault storage during each month, but remains in storage for the entire month.
- 11. Disaster Recovery Vault Circulation Services:** The fee is assessed for the total volume of cubic feet processed into and/or out of the disaster recovery vault storage during each month, and includes such processing for records that are stored for less than one month.
- 12. Accession Services:** The fee is assessed for accessioning items for storage including these activities: receive request to store; create new items in tracking software; assign locations; generate and print labels; affix labels; and add to shelves. The charge is per item (box, reel, etc.).
- 13. Disposal and Destruction Services:** The fee is assessed for removing items from storage including these activities: verify request against retention schedule; staff pull from shelves; staff verify boxes pulled; palletize; shrink wrap; staff present at vendor pick up for secure destruction; and staff mark items as destroyed in tracking software. The charge is per item (box, reel, etc.).
- 14. Permanent Withdrawal Services:** The fee is assessed for permanent withdrawal of items from storage including these activities: pull from shelf; send to customer; and mark items as permanently returned to customer in tracking software. Includes items transferred from agency to agency or to transfer ownership to the State Archives. The charge is per item (box, reel, etc.).
- 15.1 Circulation Services:** The fee is assessed for circulating items to/from storage including these activities: process request from customer to borrow or return borrowed items - stored box, file folder from box, or microfilm/microfiche; generate paper request; pull from/return to shelf; send to customer; and mark item in/out in tracking software. The charge is per item (box, file, reel, etc.) each time the item is handled.
- 15.2 Microfiche Circulation:** Microfiche circulation will be calculated either by batch pull (pulling one set = 1 pull fee) or by individual fiche within a set if the request is for anything other than a full batch (e.g. 5 single fiche pulled from on large set or several different sets = 5 pull fees).
- 16. Rush Circulation Services:** The fee is assessed for circulating items from storage that are requested to be retrieved prior to the next standard delivery/pick up cycle. These activities include: process request from customer to borrow items - stored box, file folder from box, or microfilm/microfiche; generate paper request; pull from a shelf; stage at records center for pick up by customer or send to customer; and mark item out in tracking software. The charge is per item (box, file, reel, etc.) each time the item is handled. In addition to the Rush circulation charge, if the item(s) is to be delivered to the customer the Rush Delivery charge will be applied as well (Item 18).
- 17. Regular Deliveries/pickups (in city of Austin):** Records requested will typically be delivered within one business days or customer can schedule one trip per week. Fee is assessed each way for each stop (individual, department, floor, building, etc.).

18. Rush Deliveries/Pickups (in city of Austin): Applies to RUSH requests that were retrieved and delivered prior to the next standard delivery/pick up cycle. In addition, a Rush Circulation Service fee is also applied for Rush requests (Item 16).

19. Special Deliveries/Pickups surcharge (in City of Austin): This fee is added to each item over 30 items that requires additional time of State Records Center staff at the pickup/delivery site because items are not staged properly in a dock or prior agreed upon staging area. Some examples of when the surcharge would be applied are: when SRC staff are required to remove boxes from shelves; boxes or files are scattered across a facility requiring staff to wait to have items brought to them or go to multiple locations to pick up; boxes are stacked out of order; when returning boxes staff are requested to place boxes on a shelving unit or to stack boxes in anyway other than how they are on the carts.

20. Delivery Mileage Charge (outside city of Austin): Applies to actual mileage for pickups or deliveries outside the City of Austin city limits. This is in addition to the Regular or Expedited delivery/pickup charges.

21. Scan on Demand: Applies to a per page or per frame of microforms fee for the State Records Center to scan a document and digitally transmit that document to the customer via email. NOTE: Circulation and research charges also apply to the scan on demand service. (Items 15 and 26).

22. Scan on Demand oversized documents: Applies to a per page fee for the State Records Center to scan a document and digitally transmit that document to the customer via email. Circulation and research charges also apply to the scan on demand service. (Items 15 and 26).

23. Data Entry: The State Records Center has implemented a new automated inventory system that allows customers access to the system from their office. As a service to our customers the SRC will continue to data enter accession information or accept email and phone requests for circulation of items and then enter those requests into the system for a charge of \$0.50 per line. If customers choose to do their own data entry, the charge will be waived. Creation of labels will not incur a charge.

24. Relabel: When boxes or files at the state records center are mislabeled and the owning agency requests new labels for their boxes or files. Examples of mislabeling might include misspelling names, mismatched alpha numeric codes, or removing PII from labels. This fee will not be assessed for damaged barcodes that are reprinted using the same information that was on the damaged barcode or for boxes transferred from one agency to another agency.

25. Document Preparation (if required for scan on demand): Document preparation involves repairing and arranging documents in the proper order, removing fasteners, stamping/coding, etc. Charges calculated in 15 minute increments with a minimum charge of \$10.00.

26. Research – box, file, microform assistance: hourly charge of \$40.00 per hour to research box contents on customer's behalf; to search multiple boxes for particular files; to find individual images on reels of microfilm or sheets of microfiche to fulfill a scan on demand request. Charges calculated in 15 minute increments with a minimum charge of \$10.00.

27. Special reports – research and generation: hourly charge of \$40.00 per hour to research and create custom reports for customers. Standard reports can be generated by customers through the records tracking system for free. Charges calculated in 15 minute increments with a minimum charge of \$10.00.

28. Monthly Minimum Storage Fee: A minimum monthly storage fee of \$15.00 will be charged at the end of each month for any customer that has a total storage cost of less than that amount.

Other Services: Other services are available and will be discussed with customers and estimates quoted before beginning work. Other services could include hourly charges to re-box materials if received in poor condition (including per box charge for new boxes); and storage of oversized and/or odd shaped records that will not fit in a standard records center box. Please call for quote.

Definitions

The following words and terms, when used in these sections, have the following meanings, unless the context clearly indicates otherwise. Terms not defined in these sections have the meanings defined in the Government Code, § 441.031-441.039 and § 441.051-441.062 for state agencies and state universities. For local governments, terms not defined in these sections have the meaning defined in the Local Government Code Chapters 201-205.

Agency: A state executive, judicial, or legislative department, institution, board, or commission, including an eleemosynary institution.

Cubic Foot (CF): The industry standard is to assess a standard record storage box with the lid at 1.2 cubic feet.

Customer: Includes state agencies and units of local government.

Disaster recovery services: The temporary off-site storage and regular rotation of a security backup copy of records for the purpose of recovering information in the event of a disaster.

Local Government: A county, including all district and precinct offices of a county, municipality, public school district, appraisal district, or any other special-purpose district or authority.



TEXAS STATE LIBRARY AND ARCHIVES COMMISSION
State & Local Records Management Division
IMAGING MICROFILM SERVICES
FEE SCHEDULE (FY 2020)

The following fees will be charged for services provided to state agencies or local governments by the Texas State Library and Archives Commission in the State Records Center at 4400 Shoal Creek Boulevard in Austin, Texas.

MICROFILMING IMAGING AND DUPLICATING SERVICES	Unit	Fee
1. Frames Filmed (Rotary Camera/16 mm) (915-68-01)	Per Frame	\$ 0.07
2. Frames Filmed (Digital Archive/16 mm) (915-68-01)	Per Frame	\$ 0.07
3. Frames Filmed (Digital Archive/35mm) (915-68-02)	Per Frame	\$0.17
4. Original Reels Processed (5 Mil) (915-68-03)	Each	\$17.00
5. Original Reels Processed (2.5 Mil) (915-68-04)	Each	\$22.00
6. Original Reels Processed (35 mm) (915-68-05)	Each	\$17.00
7. Reels Duplicated Silver (2.5 Mil – 16 mm) (915-68-06)	Each	\$32.00
8. Reels Duplicated Silver (35 mm Direct) (915-68-07)	Each	\$37.00
9. Reels Duplicated Silver (35 mm Print) (915-68-08)	Each	\$37.00
10. Reels Duplicated Silver (5 Mil) (915-68-09)	Each	\$27.00
11. Reels Duplicated Diazo (2.5 Mil – 16 mm) (915-68-10)	Each	\$24.00
12. Reels Duplicated Diazo (5 Mil – 35 mm) (915-68-11)	Each	\$29.00
13. Reels Duplicated Diazo (5 Mil – 16 mm) (915-68-12)	Each	\$24.00
14. Jackets Loaded (915-68-13)	Each	\$2.50
15. Jackets Duplicated Diazo (915-68-14)	Each	\$2.00
16. Magazine Loaded (915-68-15)	Each	\$3.00
17. Document Preparation (958-82-13)	Per hour*	\$40.00
18. Postage (915-58-01)	Each	actual cost
19. Regular Deliveries/Pickups (in City of Austin) (958-85-06)	Each	\$11.00
20. Expedited Deliveries/Pickups (in City of Austin) (958-82-07)	Each	\$2.00
21. Delivery mileage charge (outside City of Austin) (958-82-09)	Per Mile	\$ 1.25
22. Minimum order for filming services (915-68-16)	Each	\$150.00

*Charged in 15 minute increments.

Microfilming, Imaging and Duplicating Services Descriptions

The Imaging Services Unit of the State Library and Archives Commission's Records Management Division (RMD), offers some microfilm imaging services to state agencies and local governments. All microfilm produced by the unit meets the requirements found in the *Microfilming Standards and Procedures* for state agencies and local governments.

1. Source Document Microfilming: Imaging Services films documents on rotary cameras using 16mm film. The charges include film processing; quality control editing according to client requirements; methylene blue testing; proper targeting and certification; density and resolution readings; and computer-generated container labels and transmittal information that provide the records series title, roll number, and beginning and ending contents of each roll.

2-3. Digital Archiving Services: Digital archiving converts digital images to archival microfilm for permanent storage and vital/essential record protection in the case of disaster (including technology obsolescence). Input file formats can vary, and the agency should contact Imaging Services prior to beginning project to discuss options. Files can be sent to the Texas State Library using CD-ROMs, a portable hard drive, or through a secure SFTP site. Output format is archival 16mm or 35 mm silver halide microfilm. The charges include film processing; quality control editing according to client requirements; methylene blue testing; proper targeting and certification; density and resolution readings; and computer-generated container labels as well as transmittal information that provide the records series title, roll number, and beginning and ending contents of each roll.

4-6. Original Reels Processed: For reels of film produced by agencies and sent to Imaging Services for processing. The charges include film processing; quality control editing according to client requirements; methylene blue testing; proper targeting and certification; density and resolution readings; and computer-generated container labels.

7-13. Reels Duplicated: A secondary silver film or diazo copy for agency use or distribution. The charges include quality control editing according to client requirements.

14. Jackets Loaded: Jacket services include cutting film, loading film into jacket sleeves or channels, adding to the jacket and manually labeling each jacket.

15. Jackets Duplicated: Microfiche diazo copy of jacket.

16. Magazine Loaded: Charges for services to load a roll of microfilm into a magazine/cartridge and add a leader or remove a roll from a magazine/cartridge. The magazine/cartridge of the customer's choice will be provided at cost to the customer as well. The \$3 is for loading/unloading and adding a leader only.

17. Document Preparation: Document preparation involves repairing and arranging documents in the proper order, purging documents not requiring filming, removing fasteners, stamping/coding, inserting targets, etc. Charges calculated in 15 minute increments with a minimum charge of \$10.00.

18. Postage and Handling: Actual charges will be added for postage and handling to return Source documents and reels to the customer. Customer can request special services such as Delivery Confirmation.

19. Regular Deliveries/Pickups (in city of Austin): Records requested will be delivered typically within one business day or customer can schedule one trip per week. Fee is assessed each way for each stop (individual, department, floor, building, etc.).

20. Expedited Deliveries/Pickups (in city of Austin): Applies to same-day RUSH requests.

21. Delivery Mileage Charge (outside city of Austin): Applies to actual mileage for pickups or deliveries outside the City of Austin city limits. This is in addition to the Regular or Expedited delivery/pickup charges.

22. Minimum Order of Filming Services: of \$150.00 will be charged at the end of each month for any customer that has a total film service cost of less than that amount.

Other Services: Other services are available and will be discussed with customers and estimates quoted before beginning work. Other services could include hourly charges to research microform contents on customer's behalf; to search multiple reels for particular images; to re-box customer's materials if received in poor condition, or not in acid free containers (including per box charge for new boxes); and hourly rates charged for custom reports (standard reports will be available at no charge). Please call for quote.

Definitions

The following words and terms, when used in these sections, have the following meanings, unless the context clearly indicates otherwise. Terms not defined in these sections have the meanings defined in the Government Code, § 441.031-441.039 and § 441.051-441.062 for state agencies and state universities. For local governments, terms not defined in these sections have the meaning defined in the Local Government Code Chapters 201-205.

Agency: A state executive, judicial, or legislative department, institution, board, or commission, including an eleemosynary institution.

Customer: Includes state agencies and units of local government.

Local Government: A county, including all district and precinct offices of a county, municipality, public school district, appraisal district, or any other special-purpose district or authority.

Microfilm: Roll microfilm, microfiche, computer output microfilm (COM), and all other formats produced by and method of microphotography or other means of miniaturization on film.



TEXAS STATE LIBRARY AND ARCHIVES COMMISSION
State & Local Records Management Division
IMAGING DIGITAL SERVICES
FEE SCHEDULE (FY 2020)

The following fees will be charged for services provided to state agencies or local governments by the Texas State Library and Archives Commission in the State Records Center at 4400 Shoal Creek Boulevard in Austin, Texas.

Standard Capture (NIGP CODE)		Imaging up to 8.5x14	
1. B & W 200 DPI (920-30-01)	Per Image	\$	0.030
2. B & W 300 DPI (920-30-02)	Per Image	\$	0.032
3. B & W 400 DPI (920-30-03)	Per Image	\$	0.035
4. B & W 600 DPI (920-30-04)	Per Image	\$	0.040
5. Color 300 DPI (920-30-05)	Per Image	\$	0.040
6. Color 400 DPI (920-30-06)	Per Image	\$	0.045
7. Color 600 DPI (920-30-07)	Per Image	\$	0.050
Large Format Image Capture		Imaging up to 48 inches wide	
8. 200 DPI (920-30-08)	Per Image	\$	0.900
9. 300-600 DPI (920-30-09)	Per Image	\$	1.000
Transparency Media Capture		Not Available	
Image Processing		OCR/Searchable PDF	
10. 200 DPI (920-30-10)	Per Image	\$	0.030
11. 300 DPI (920-30-11)	Per Image	\$	0.030
12. 400 DPI (920-30-12)	Per Image	\$	0.030
13. 600 DPI (920-30-13)	Per Image	\$	0.040
Microform Conversion			
14. Microfilm to Digital (920-30-14)	Per Image	\$	0.045
15. Microfiche to Digital (920-30-15)	Per Image	\$	0.055
Index Field - Type 1		Automated Process	
16. 15 Characters (958-82-18)	Per Field	\$	0.030
17. 16-30 Characters (958-82-19)	Per Field	\$	0.030
18. 31-45 Characters (958-82-20)	Per Field	\$	0.030
19. 45+ Characters (958-82-21)	Per Field	\$	0.030
Index Field 2 - Type 2		Manual capture within doc	
20. 15 Characters (958-82-22)	Per Field	\$	0.045
21. 16-30 Characters (958-82-23)	Per Field	\$	0.055
22. 31-45 Characters (958-82-24)	Per Field	\$	0.075
23. 45-100 Characters (958-82-25)	Per Field	\$	0.110
24. 100+ Characters (958-82-26)	Per Field	\$	0.160
Special Document Handling			
25. Storage in Climate-Controlled Center While Imaging (962-95-10)	Per Day	No Charge	
Capture From Special Formats			
26. Photographic Prints (920-30-16)	Per Image	Contact Imaging	
27. Photographic Negatives (920-30-17)	Per Image	Not Available	
25. Newspaper (920-30-18)	Per Image	Contact Imaging	
26. X-Rays (920-30-19)	Per Image	Not Available	
27. Manuscripts (920-30-20)	Per Image	Contact Imaging	
28. Drawings (920-30-21)	Per Image	Contact Imaging	
29. Bound Books (920-30-22)	Per Image	Contact Imaging	



TEXAS STATE LIBRARY AND ARCHIVES COMMISSION
State & Local Records Management Division
IMAGING DIGITAL SERVICES
FEE SCHEDULE (FY 2020)

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Enhancing Images			
30. Simple Enhancements (920-30-23)		Per Image	\$ 0.020
31. Major Enhancements (920-30-24)		Per Image	\$ 0.040
Delivery Media By Storage Type			
32. USB/Portable Hard Drive (Kept by customer) (920-34-01)		Per Drive	At Cost
33. USB/Portable Hard Drive (Returned at end of project) (920-34-01)		Per Drive	No Charge
34. Media By Data Exchange (920-34-01)		Per Gigabyte	No Charge
35. Imaging Repository Hosting/Repository Maintenance (920-34-01)			Not Available
Personnel			
36. Document Preparation (958-82-13)		Per Hour	\$ 40.000
37. Re-Preparation Services (958-52-18)		Per Hour	\$ 40.000
38. Project Manager/Project Planning (958-82-19)			No Charge
Transportation			
39. Pickup/Delivery (958-82-06)	Inside Austin City Limits	Per Trip	\$ 11.000
40. Pickup/Delivery (958-82-09)	Outside Austin City Limits	Per Mile	\$ 1.250
41. Postage and Handling (915-58-01)		Per Shipment	At Cost
Destruction			
42. Paper (958-82-02)		Per Box	\$ 2.750
43. Microforms (958-82-02)		Per Reel/Set of Fiche	\$ 2.750
Other Services			
44. Special Projects (930-30-25)		Per Project	Contact Imaging
45. Minimum Order (930-30-26)		Per Project	\$ 150.000
Location of Scanning - At SRC only			
Storage /Circulation of Source Material after Imaging			See Storage Fee



TEXAS STATE LIBRARY AND ARCHIVES COMMISSION
State & Local Records Management Division
IMAGING DIGITAL SERVICES
FEE SCHEDULE (FY 2020)

The following fees will be charged for services provided to state agencies or local governments by the Texas State Library and Archives Commission in the State Records Center at 4400 Shoal Creek Boulevard in Austin, Texas.

The Imaging Services Unit of the State Records Center offers digital imaging services to state agencies and local governments. **1-7. Standard Capture:** These are rates related to rotary scanned images at various grades of DPI. If the documents can be fed through a rotary scanner, these rates apply.

8-9. Large Format Image Capture: This rate applies for documents that cannot be fed through a rotary scanner. Examples may include oversized (greater than 8.5x14) maps or building plans and fragile or damaged documents that may not pass through the rotary scanner without incurring damage.

10-13. Image Processing (OCR/Searchable PDF): This rate applies when the produced images must be made searchable, through Optical Character Recognition (OCR). This technology is not exact and should not be relied on for full searching of the text.

14. Microfilm Conversion: For the conversion of microfilm from either 16 or 35mm reel film to a digital format.

15. Microfiche Conversion: For the conversion of Microfiche (Sheet film) to a digital format.

16-19. Automated Index Fields: Indexes (titles) autogenerated by the system or scanner (No data entry required).

20. Manual Index Field, up to 15 Characters: No more than 15 characters data entered by TSLAC's Imaging staff per field.

21. Manual Index Field, 16-30 Characters: Between 16 and 30 characters per field, data entered by TSLAC's Imaging staff.

22. Manual Index Field, 31-45 Characters: Between 31 and 45 characters per field, data entered by TSLAC's Imaging staff.

23. Manual Index Field, 46-100 Characters: Between 46 and 100 characters per field, data entered by TSLAC's Imaging staff.

24. Manual Index Field, 100-255 Characters: Between 100 and the maximum allowable character count of 255 per field, data entered by TSLAC's Imaging staff.

25. Storage in Climate-Controlled Center While Imaging: For projects originally created as imaging production projects and not for storage in the State Records Center. While media is with TSLAC waiting to be imaged, there is no charge for the storage of the material. Delivery/Pickup charges still apply, see items 39-41.

26-29. Capture from special formats: For physical media that is not on standard paper stock or paper that is larger than 48 inches wide, please contact the TSLAC Imaging Unit to discuss your needs to determine if TSLAC can assist you. Items listed in the section are examples of the most common requests received to image and is not intended to represent the only types of media TSLAC will consider. Please contact Imaging Services for additional information.

30. Image Enhancement, Simple Enhancements: This rate includes alterations made to an image by an imaging operator to adjust: Bit Depth, Resolution, Tonal Dynamic Range, Contrast and Color Space. It is also applied for re-centering, skewing, adjusting borders and any image or document editing done after the image is created. Simple Enhancements are when three or less of the various techniques are required and can be done in a single pass of the document to create the final image.

31. Image Enhancement, Major Enhancement: This rate includes alterations made to an image by an imaging operator to adjust: Bit Depth, Resolution, Tonal Dynamic Range, Contrast and Color Space. It is also applied for re-centering, skewing, adjusting borders and any image or document editing done after the image is created. Major Enhancements are when three or more techniques are applied or multiple passes of three or less techniques are required to create the final image.



TEXAS STATE LIBRARY AND ARCHIVES COMMISSION
State & Local Records Management Division
IMAGING DIGITAL SERVICES
FEE SCHEDULE (FY 2020)

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- 32. USB/Hard Drive:** The imaging supervisor will bill the customer for the USB/Hard Drive purchased by TSLAC, assuming the drive(s) is not going to be returned to the State Records Center.
- 33. USB/Hard Drive:** Media is exchanged via a removable drive(s), but the drive(s) is returned to the SRC.
- 34. Media By Data Exchange –** The State Records Center has an application for secure, electronic transmission of large files to or from agency customers. The application does not require customers purchase software to access their material. Or if the customer prefers to use their own secure FTP site that can be arranged. Data exchange method should be established during setup of the project.
- 35. Imaging Repository Hosting/Repository Maintenance:** All images will be returned to the agency prior to being deleted from TSLAC's servers.
- 36. Document Preparation:** Document preparation involves repairing and arranging documents in the proper order, purging documents not requiring filming, removing fasteners, stamping/coding, inserting targets, etc. Charges calculated in 15-minute increments with a minimum charge of \$10.00
- 37. Re-preparation Services:** Returning documents to their original state – i.e. re-stapling, clipping and/or binding, re-folding – of the documents to return them to their pre-imaged condition.
- 38. Project Manager/Project Planning –** No additional charges are assessed for reviewing details of imaging project with the customer, working with the customer to develop and finalize their Statement of Work for the project. Creating price quotes, time estimates and other general project formalization from the contracting phase through the final delivery of images.
- 39. Regular Deliveries/Pickups (in city of Austin):** Records requested will be delivered typically within one business day or customer can schedule one trip per week. Fee is assessed each way for each stop (individual, department, floor, building, etc.).
- 40. Delivery Mileage Charge (outside city of Austin):** Applies to actual mileage for pickups or deliveries outside the City of Austin city limits. This is in addition to the Regular or Expedited delivery/pickup charges.
- 41. Postage and Handling:** Actual charges will be added for postage and handling to return Source documents and reels to the customer. Customer can request special services such as Delivery Confirmation.
- 42. Paper Disposition –** Mark for disposition, verify vs. manifest, add to pallets, wrap and weigh pallets and send to state shred vendor.
- 43. Microform Disposition -** Mark for disposition, verify vs. manifest, add to secure shred bins, wrap and weight bins and send to state shred vendor.
- 44. Special Projects:** Other services are available and will be discussed with customers and estimates quoted before beginning work. Other services might include damaged/delicate record digitization, large scale indexing initiatives, and/or scanning stored records on demand.
- 45. Minimum Order of Digital Imaging Services:** of \$150.00 will be charged at the end of each month for any customer that has a total film service cost of less than that amount.

Commissioners Court - Regular Session

39.

Meeting Date: 08/13/2019

2013 Park Bond Transfer

Submitted By: Emmeline Hawkins, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a 2013 Park Bond Budget Transfer to move \$413,441.34 to Expo Horse Stall Barn (P474) from Blackland Heritage Phase I (P316) of \$10,685.77, Expo Center RV Park (P464) of \$150,098.71, SW Regional Pavilion (P320) of \$15,379.01, Park Land Acquisition (P444) \$236,164.91 and Comprehensive Park Master Plan (P445) of \$1,112.94.

Background

We are moving funds to fully fund the base project for the Expo Horse Stall Barn (P474).

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: Emmeline Hawkins

Final Approval Date: 08/08/2019

Reviewed By

Andrea Schiele

Date

08/08/2019 09:25 AM

Started On: 08/07/2019 08:14 AM

Commissioners Court - Regular Session

40.

Meeting Date: 08/13/2019

Awarding RFCSP 1905-323 Expo Center Pavilion

Submitted For: Randy Barker

Submitted By: Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on awarding RFCSP#1905-323 Expo Center Pavilion to the overall best respondent Ritter, Botkin Prime Construction Company, Inc., and authorizing execution of the agreement.

Background

Purchasing solicited competitive sealed proposals for the Expo Center Pavilion Project. 3,423 suppliers were invited to view the proposal documents of which 68 suppliers viewed the RFCSP and 5 vendors submitted a response. After a thorough evaluation of the 5 responses submitted, it was determined by the evaluation committee that Prime Construction submitted the best value proposal in the amount of \$4,499,000.00. Department point of contact is Clint Chitsey. Facilities Project Manager is Dwayne Gossett. Funding source P474/P475.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Agreement

Evaluation

Form Review

Inbox

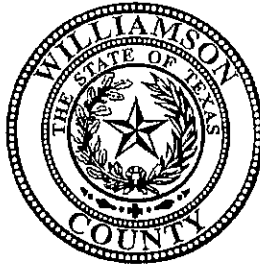
Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Thomas Skiles
Final Approval Date: 08/08/2019

Reviewed By

Kerstin Hancock
Andrea Schiele

Date

08/08/2019 08:42 AM
08/08/2019 09:22 AM
Started On: 08/06/2019 09:02 AM



**AGREEMENT
BETWEEN OWNER AND CONTRACTOR**

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

and Contractor Ritter, Botkin Prime Construction Company, Inc.
20907 Martin Lane
Pflugerville, TX 78660

for the Project: Williamson County Exposition Center Pavilion

Architect: Populous
4800 Main St., Suite 300
Kansas City, MO 64112

AGREEMENT, this Agreement Between Owner and Contractor (hereinafter called "Agreement") is entered into effective as of the date indicated herein below and all attachments (the "Effective Date"), by and between Williamson County a political subdivision of the State of Texas (hereinafter called the "Owner") and Ritter, Botkin Prime Construction Company, Inc. (hereinafter called "Contractor").

WHEREAS, the Owner desires to retain a Contractor for the Williamson County Exposition Center Pavilion (hereinafter called the "Project"),

WHEREAS, the Owner desires a Contractor who will render, diligently and competently in accordance with the highest standards used in the profession, all Contractor services which shall be necessary or advisable for the expeditious, economical and satisfactory completion of the Project, and

NOW, THEREFORE, in consideration of the mutual undertakings herein contained, the parties hereto agree as follows:

ARTICLE 1 SCOPE OF WORK

The Contractor has overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Work, or any phase of the Work, in accordance with the Specifications and Drawings for the Project and the Owner's requirements. The Specifications and Drawings were prepared for Williamson County by the Architect. The Contractor shall do everything required by the Contract Documents.

ARTICLE 2 CONTRACT DOCUMENTS

2.1 The Contract Documents consist of the following, which are incorporated by reference for all purposes:

- a. This Agreement and all exhibits and attachments listed, contained or referenced in this Agreement;
- b. The Uniform General Conditions for Williamson County ("General Conditions");
- c. The Supplementary or Special Conditions, if any;
- d. All Addenda issued prior to the Effective Date of this Agreement;
- e. The Bid/Proposal Documents as defined by the Invitation for Bidders/Request for Proposals;
- f. All Change Orders issued after the Effective Date of this Agreement;
- g. Minimum Insurance Coverages and Minimum Coverage Amounts, which is attached here to as **Exhibit 1**; and
- h. The Drawings, Specifications, details and other documents developed by Architect to describe the Project and accepted by Owner, which are attached hereto **Exhibit 2**.

2.2 The Contract Documents form the entire and integrated Contract and Agreement between Owner and Contractor and supersede all prior negotiations, representations or agreements, written or oral. Contractor acknowledges receipt of all Contract Documents as of the date of its execution hereof.

2.3 The term "Contractor" shall be interchangeable with the terms "Proposer," "Bidder," "Respondent" and "General Contractor" or other similar terms as appropriate in the Contract Documents.

ARTICLE 3 CONTRACT TIME

The Owner shall provide a Notice to Proceed in which a date for commencement of the work shall be started. The Contractor shall achieve Substantial Completion of the Work within Two Hundred Forty (240) calendar days for Pavilion Project and Three Hundred Thirty (330) calendar days for Concession/Restroom Building Project after such commencement date, as such completion date may be extended by approved Change Orders. Unless otherwise specified in writing, Contractor shall achieve Final Completion within Thirty (30) calendar days of Substantial Completion.

The time set forth for completion of the work is an essential element of the Contract.

ARTICLE 4 CONTRACTOR REPRESENTATIONS

4.1 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bid/Proposal Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- E. Based on the information and observations referred to in Paragraph 4.1.D above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

- G. Contractor has given Architect written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Architect is acceptable to Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 5 THE CONTRACT PRICE; OWNER'S CONSTRUCTION CONTINGENCY

5.1 Contract Price. Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amount of **\$4,499,000.00**

5.2 Contract Payments. Method and terms of payment of the Contract Price shall be in accordance with the Contract Documents.

5.3 Owner's Construction Contingency. The following lump sum amount shall serve as the Owner's Construction Contingency from which changes in the Work are to be paid in accordance with the General Conditions:

\$244,050.00

The Owner's Construction Contingency is controlled solely by the Owner and such amount is not included in the Contract Price set out in 5.1 above. Expenditures from the Owner's Construction Contingency must be made by Change Order issued by the Architect and approved by the Owner in accordance with the General Conditions. Contractor shall not be entitled to any compensation from the any unused amounts of the Owner's Construction Contingency.

5.4 Allowable Overhead and Profit Markup on Changes in the Work. In case of an increase in the Contract Price due to a change in the Work and in accordance with § 7.3.7 of the General Conditions, the amounts Contractor may add to the pricing of a change for overhead and profit are as follows:

- a. For Work performed directly by Contractor with its Own Employees: Contractor may add up to 15% for Work performed directly by Contractor for any specific change.
- b. For Managing Subcontracted Work: Contractor may add up to 10% for managing subcontracted Work for any specific change.

Only one percentage, referenced above, shall be used for the purpose of calculating the markup for a specific change amount. On changes involving both additions and deletions, the allowed markup will be allowed only on the net addition. The allowed markup shall cover all overhead expenses and profit of any kind relating to the specific change.

ARTICLE 6 TIME

6.1 TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.

6.2 Unless otherwise approved in writing, the Owner and the Contractor shall perform their respective obligations under the Contract Documents as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Work.

6.3 Liquidated Damages. Contractor and Owner recognize that time is of the essence and that Owner will suffer financial loss if the Work is not completed within the times specified in Article 3 above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, for each consecutive calendar day after the date of Substantial Completion that the Work is not substantially completed, the Owner may deduct the amount of:

Five Hundred Dollars per calendar day (\$500.00/calendar day)

from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Project would be impractical, unduly burdensome, and cause unnecessary delay and that the amounts of daily liquidated damages set forth are reasonable. Contractor expressly agrees that the amounts of daily liquidated damages are a reasonable forecast of the actual damages Owner will incur due to any such delay.

ARTICLE 7 NOTICES

Notices of claims, disputes or other legal notices shall be in writing and shall be deemed to have been given when delivered in person to the representative of the Contractor or Owner for whom it is intended, as set out below or sent by U. S. Mail to the representative of the Contractor or Owner for whom it is intended, as set out below. Mail notices are deemed effective upon receipt or on the third business day after the date of mailing, whichever is sooner.

If to Owner:

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

with copy to:

Hal C. Hawes
General Counsel to the
Williamson County Commissioners Court
710 Main Street, Suite 102
Georgetown, Texas 78626

If to Contractor:

Brian Ritter
20907 Martin Lane
Pflugerville, TX 78660

The parties may make reasonable changes in the person or place designated for receipt of notices upon advance written notice to the other party.

ARTICLE 8 PARTY REPRESENTATIVES

The Owner's Designated Representative (sometimes referred to as the "ODR") authorized to act in the Owner's behalf with respect to the Project is:

Dwayne Gossett, Project Manager
3151 SE Inner Loop
Georgetown, TX 78626
Phone (512) 943-1611

The Contractor's designated representative authorized to act on the Contractor's behalf and bind the Contractor with respect to the Project is:

Brian Ritter
20907 Martin Lane
Pflugerville, TX 78660
Phone (512) 244-7799
Fax (512) 990-9886

The parties may make reasonable changes in their designated representatives upon advance written notice to the other party.

ARTICLE 9 ENTIRE AGREEMENT

This Agreement supersedes all prior agreements, written or oral, between Contractor and Owner and shall constitute the entire agreement and understanding between the parties with respect to the Project. This Agreement and the terms of the Contact Documents shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Contractor and Owner.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution below (the "Effective Date").

WILLIAMSON COUNTY
Williamson County, Texas

Ritter, Botkin Prime Construction
Company, Inc.

By: _____

By:  _____

Printed Name: _____

Printed Name: Brian Ritter

Title: _____

Title: President

Date: _____, 20____

Date: July 31, 2019

EXHIBIT 1

**Minimum Insurance Coverages
and
Minimum Coverage Amounts**

- A. All policies of insurance provided by the Contractor must comply with the requirements of this Exhibit, the Contract Documents and the laws of the State of Texas.
- B. The Contractor shall provide and maintain, until the Work covered in the Agreement Between Owner and Contractor is completed and accepted by the Owner, the minimum insurance coverages in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company, or otherwise acceptable to Owner.

Type of Coverage	Limits of Liability	
1. Worker's Compensation	Statutory	
2. 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	
3. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:		
COVERAGE	PER OCCURRENCE	
Comprehensive General Liability (including premises, completed operations and contractual)	\$1,000,000	
Aggregate policy limits:	\$2,000,000	
4. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):		
COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000

Property damage \$1,000,000 \$1,000,000

Aggregate policy limits No aggregate limit

5. **Builder's Risk Insurance (all risks)**

An all risk policy, in the amount equal at all times to 100% of the Contract Price or Contract Sum. The policy shall be issued in the name of the Contractor and shall name its Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

a. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

b. This insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss as well as coverage for building materials while in transit or building materials suitably stored at a temporary location. Property insurance provided by the Contractor shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, and other similar items commonly referred to as construction equipment that may be on the site and the capital value of which is not included in the Work. The Contractor shall make its own arrangements for any insurance it may require on such construction equipment. Any such policy obtained by the Contractor under this section shall include a waiver of subrogation in accordance with the requirements of Section 11.3.4 of the General Conditions.

c. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the

Special Conditions in the Contract Documents. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

6. Flood insurance when specified in Supplementary General Conditions or Special Conditions.
7. Umbrella coverage in the amount of not less than \$5,000,000.

C. Workers' Compensation Insurance Coverage:

a. Definitions:

(1) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.

(2) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.

(3) Coverage - Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(4) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- b. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.
- c. The Contractor must provide a certificate of coverage prior to execution of the Agreement Between Owner and Contractor, and in no event later than ten (10)

days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

- d. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
- e. The Contractor shall obtain from each person providing services on a project, and provide to the Owner:
 - (1) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
 - (2) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.
- f. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
- g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
- h. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- i. The Contractor shall contractually require each person with who it contracts to provide services on a project, to:
 - (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
 - (2) provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
 - (3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

(4) obtain from each other person with whom it contracts, and provide to the Contractor:

a. a certificate of coverage, prior to the other person beginning work on the Project; and

b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

(5) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;

(6) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1)-(7), with the certificates of coverage to be provided to the person for whom they are providing services.

- j. By signing the Agreement Between Owner and Contractor or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- k. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the Agreement Between Owner and Contractor void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

D. If insurance policies are not written for the amounts specified in this Exhibit, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of primary coverage.

E. The furnishing of the above listed insurance coverage, as may be modified by the Contract Documents, must be tendered prior to execution of the Agreement Between Owner and Contractor, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

- F. Owner shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements as they apply to the limits set out in this Exhibit.

- G. Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Exhibit. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over **\$75,000** in the Contractor's insurance must be declared and approved in writing by Owner in advance.

EVALUATION - Expo Center Pavilion
RFCSP # 1905-323
July 1, 2019 3:00 PM

Evaluation Criteria	Maximum Score Points	Prime Construction	FTWoods Construction	STR Constructors	Chasco Constructors	Falkenberg Construction		
Proposed Personnel	20	18	18	15	18	14		
Experience & Reputation	30	27	15	26	28	21		
Office Location <i>10 Points for Office Location in Williamson County or Adjacent County, 5 Points for Office Location Outside of the Acceptable Radius, 1 Point for Office Location Outside of Texas</i>	10	10	10	10	10	10		
Price <i>40 Maximum Points for Pricing X (Lowest Respondent's Price Proposal Amount / Respondent No. X's Price Proposal Amount)</i>	40	40	39	36	35	33		
TOTAL	100	95	82	87	91	78	0	0

Commissioners Court - Regular Session

41.

Meeting Date: 08/13/2019

Budget Amendment for 2019 General Fund Revenue

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

This budget amendment is to acknowledge insurance proceeds associated with equipment lost in a vehicle fire. This is to cover some of the replacement cost of that equipment.

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: Julie Kiley
Final Approval Date: 08/08/2019

Reviewed By

Andrea Schiele

Date

08/08/2019 09:30 AM
Started On: 08/07/2019 07:29 PM

Commissioners Court - Regular Session

42.

Meeting Date: 08/13/2019

Budget Amendment for the 2019 Sheriff's Office Budget

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

This budget amendment is recognizing insurance proceeds from a vehicle fire. It is being used to offset the replacement cost of equipment damaged in the vehicle fire.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0560.004999	Miscellaneous	\$1,718.43

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Julie Kiley
Final Approval Date: 08/08/2019

Reviewed By

Andrea Schiele

Date

08/08/2019 09:31 AM
Started On: 08/07/2019 07:38 PM

Commissioners Court - Regular Session

43.

Meeting Date: 08/13/2019

Budget Amendment for 2019 General Fund Revenue

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Additional funds are needed for jurors due to an increased number of jury trials. The state provides some reimbursement so it is believed that additional revenue will be received over what was budgeted for Fiscal Year 2019 and will offset the projected expense for the remainder of the fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.342235	Jury Service Reimb Fee	\$41,000.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Julie Kiley
Final Approval Date: 08/08/2019

Reviewed By

Andrea Schiele

Date

08/08/2019 12:01 PM
Started On: 08/08/2019 11:01 AM

Commissioners Court - Regular Session

44.

Meeting Date: 08/13/2019

Budget Amendment to the County Courts Budget for Fiscal Year 2019

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss , consider and take appropriate on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the County Courts Budget.

Background

Additional funds are needed for jurors due to an increased number of jury trials. The state provides some reimbursement so it is believed that additional revenue will be received over what was budgeted for Fiscal Year 2019 and will offset the projected expenditures for the remainder of the fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0425.004002	Jurors, Grand Jurors, Jury Com	\$6,000.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Julie Kiley
Final Approval Date: 08/08/2019

Reviewed By

Andrea Schiele

Date

08/08/2019 12:01 PM
Started On: 08/08/2019 11:10 AM

Commissioners Court - Regular Session

45.

Meeting Date: 08/13/2019

Budget Amendment for District Courts Fiscal Year 2019 Budget

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the District Courts Budget.

Background

Additional funds are needed for jurors due to an increased number of jury trials. The state provides some reimbursement so it is believed that additional revenue will be received over what was budgeted for Fiscal year 2019 and will offset the projected expense for the remainder of the fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0435.004002	Jurors, Grand Jurors, Jury Com	\$35,000.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Julie Kiley

Final Approval Date: 08/08/2019

Reviewed By

Andrea Schiele

Date

08/08/2019 12:02 PM

Started On: 08/08/2019 11:16 AM

Commissioners Court - Regular Session

46.

Meeting Date: 08/13/2019

Receive updates on the Department of Infrastructure projects and issues

Submitted For: Robert Daigh

Submitted By: Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive updates on the Department of Infrastructure projects and issues.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 07/26/2019

Reviewed By

Andrea Schiele

Date

07/26/2019 09:25 AM

Started On: 07/26/2019 08:43 AM

Commissioners Court - Regular Session

47.

Meeting Date: 08/13/2019

Alliance Transportation Group Contract Amendment No 2 - LRTP

Submitted For: Robert Daigh

Submitted By: Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Contract Amendment No 2 under Williamson County Contract for Engineering Services between Alliance Transportation Group and Williamson County dated October 19, 2016 for Engineering Services for Williamson County Long-Range Transportation Plan.

Background

This Contact Amendment No 2 will allow for an increase in the compensation cap from \$380,000.00 to \$480,000.00. Funding source 01.0200.0210.004100.

Fiscal Impact

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

Attachments

Alliance Transportation Group Contract Amendment No 2 - LRTP

Form Review

Inbox

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 08/05/2019

Reviewed By

Hal Hawes

Andrea Schiele

Date

08/02/2019 10:35 AM

08/05/2019 08:49 AM

Started On: 08/01/2019 01:51 PM

CONTRACT AMENDMENT NO. 2
TO
WILLIAMSON COUNTY CONTRACT FOR
ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
Engineering Services for Williamson County Long-Range Transportation Plan
("Project")

THIS CONTRACT AMENDMENT NO. 2 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Alliance Transportation Group** (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective **October 19, 2016** (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to **\$380,000.00**; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

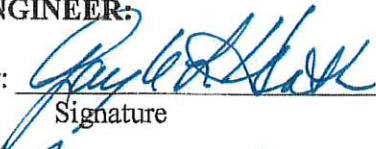
NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

- I. The Compensation Cap under Article 5 of the Contract is hereby increased from **\$380,00.00** to **\$480,000.00**.

All other terms of the Contract are unchanged and will remain in full force and effect.

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

ENGINEER:

By: 
Signature

GAYLE L. HEATH
Printed Name

CEJ
Title

8-01-2019
Date

COUNTY:

By: _____
Signature

Bill Gravell, Jr.
Printed Name

Williamson County Judge
Title

Date

Commissioners Court - Regular Session

48.

Meeting Date: 08/13/2019

Alliance Transportation Group WA4 Traffic Studies - LRTP

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 4 in the amount of \$50,000.00 to expire on October 1, 2021 under Williamson County Contract for Engineering Services between Alliance Transportation Group and Williamson County dated October 19, 2016 for Traffic Studies in Support of Williamson County Long Range Transportation Plan.

Background

Fiscal Impact

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

Attachments

Alliance Transportation Group WA4 Traffic Studies - LRTP

Form Review

Inbox

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 08/05/2019

Reviewed By

Hal Hawes

Andrea Schiele

Date

08/02/2019 10:35 AM

08/05/2019 08:52 AM

Started On: 08/01/2019 01:56 PM

WORK AUTHORIZATION NO. 4

PROJECT: Traffic Studies in Support of Williamson County Long Range Transportation Plan

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **October 19, 2016** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Alliance Transportation Group** (the "Engineer").

Part 1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is **\$50,000.00.**

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **October 1, 2021.** The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this ____ day of _____, 2019.

ENGINEER:

Alliance Transportation Group, Inc.

COUNTY:

Williamson County, Texas

By: 

Signature

By: _____
Signature

Gayle L. Heath

Printed Name

Bill Gravell, Jr.
Printed Name

CEO

Title

Williamson County Judge
Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A - Services to be Provided by 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 Engineer

Traffic Studies in Support of Williamson County Long Range Transportation Plan.

Attachment C - Work Schedule

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

Attachment D - Fee Schedule

Alliance Transportation Group

Labor/Staff/Classification	Contract Rate
Project Principal	\$ 250.00
Senior Project Manager	\$ 244.00
Senior Engineer	\$ 193.00
Project Engineer	\$ 144.00
Engineer-in-Training (EIT)	\$ 101.00
Senior Engineering Technician	\$ 133.00
Engineering Technician	\$ 90.00
Planning Director	\$ 230.00
Sr Travel Demand Modeler	\$ 182.00
Travel Demand Modeler III	\$ 137.00
Travel Demand Modeler II	\$ 117.00
Senior Planner	\$ 162.00
Planner II	\$ 125.00
Planner I	\$ 85.00
Project Administrator	\$ 104.00
Clerical	\$ 65.00

Commissioners Court - Regular Session

49.

Meeting Date: 08/13/2019

Awarding RFQ 1904-309 Ronald Reagan Widening Engineer

Submitted For: Randy Barker

Submitted By: Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on awarding RFQ#1904-309 Professional Service Engineer for Ronald Reagan Widening to the overall most qualified respondent CP&Y, Inc. and authorizing execution of the agreement.

Background

Purchasing solicited statements of qualifications for engineering services related to the Ronald Reagan widening project. 2,347 suppliers were invited to view the solicitation documents of which 94 suppliers viewed the documents and 9 suppliers submitted a response. After an evaluation of the responses submitted it was determined by the evaluation committee that CP&Y was most qualified to provide the required services. A contract was then negotiated in the amount of \$900,000.00. Department point of contact is Bob Daigh. Funding source P336.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[Award Recommendation](#)

[Contract](#)

[score sheet](#)

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Thomas Skiles
Final Approval Date: 08/08/2019

Reviewed By

Kerstin Hancock
Andrea Schiele

Date

08/08/2019 11:24 AM
08/08/2019 11:55 AM
Started On: 08/08/2019 08:05 AM



June 5, 2019

Mr. Anthony Serda, P.E.
CP&Y, Inc.
13809 Research Blvd, Suite 300
Austin, TX 78750

Re: RFQ 1904-309 Professional Service Engineer for Ronald Reagan Widening

Dear Mr. Serda:

Thank you for taking time to submit a Statement of Qualifications for the Professional Service Engineer for Ronald Reagan Widening project for Williamson County. Based on your team's excellent Statement of Qualifications, Williamson County has selected your firm to enter into contract negotiations for the project.

Please note that a Professional Services Agreement with Williamson County is no guarantee of work. All contracts must be approved by Williamson County Commissioners Court.

Congratulations on your selection. We look forward to working with you on this important project.

Sincerely,

A handwritten signature in black ink that reads 'Cynthia Long'. The signature is written in a cursive, flowing style.

Cynthia Long
Williamson County Commissioner, Precinct Two

Cc: Robert B. Daigh, P.E., Williamson County Senior Director of Infrastructure
J. Terron Evertson, Williamson County Engineer

Williamson County
350 Discovery Blvd., Suite 201
Cedar Park, TX 78613
512.260.4280

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: CP&Y, Inc. ("Engineer")
ADDRESS: 13809-Research Blvd, Suite 300, Austin, Texas 78750
PROJECT: Ronald Reagan Blvd Widening ("Project")

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

RECITALS:

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

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

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

NOW, THEREFORE, WITNESSETH:

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

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

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

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

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

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

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

B. Debarment Certification. Engineer must sign the Debarment Certification

enclosed herewith as **Exhibit A**.

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

ARTICLE 3 **ENGINEERING SERVICES**

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

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

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

ARTICLE 4 **CONTRACT TERM**

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

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

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

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

ARTICLE 5
COMPENSATION AND EXPENSES

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

The maximum amount payable under this Contract, without modification, is Nine hundred thousand Dollars and 00/100 (\$900,000.00) (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

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

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

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

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

ARTICLE 6 **METHOD OF PAYMENT**

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

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

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

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

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

ARTICLE 7
PROMPT PAYMENT POLICY

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

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

- A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or
- D. The invoice is not mailed to the County Auditor in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

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


ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

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

ARTICLE 9
PROJECT TEAM

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


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



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

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

Andrew Atlas, Senior Vice President
CP&Y, Inc.
13809 Research Blvd, Suite 300
Austin, Texas 78750



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

the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

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

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

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

- A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and
- B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

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

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

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

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

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

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

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

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

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

ARTICLE 14 **CONTRACT AMENDMENTS**

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

ARTICLE 15 **USE OF DOCUMENTS**

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

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

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

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

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

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

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

ARTICLE 16

PERSONNEL, EQUIPMENT AND MATERIAL

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

ARTICLE 17
SUBCONTRACTING

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

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

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

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

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

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

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

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

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

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

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

ARTICLE 19 **VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT**

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

ARTICLE 20 **TERMINATION**

This Contract may be terminated as set forth below.

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

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

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

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

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

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

ARTICLE 21 **COMPLIANCE WITH LAWS**

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

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

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

ARTICLE 22 **INDEMNIFICATION**

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

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

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

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

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

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

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

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

ARTICLE 24
ENGINEER'S SEAL

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

ARTICLE 25
INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

ARTICLE 26 **COPYRIGHTS**

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

ARTICLE 27 **SUCCESSORS AND ASSIGNS**

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

ARTICLE 28
SEVERABILITY

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

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

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

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

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

ARTICLE 31
NOTICES

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

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



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

and to: HNTB
101 East Old Settlers Boulevard, Suite 100
Round Rock, TX 78664
Attn: Richard Ridings, P.E.

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

OK
m 7/22/19

Engineer: Anthony Serda, P.E.
CP&Y, Inc.
13809 Research Blvd, Suite 300
Austin, Texas 78750

ARTICLE 32
GENERAL PROVISIONS

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

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

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

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

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

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

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

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

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

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

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

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

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

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

ARTICLE 33 **DISPUTE RESOLUTION**

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within

thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34 **EQUAL OPPORTUNITY IN EMPLOYMENT**

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

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

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

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

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

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

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

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

SIGNATORY WARRANTY

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

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

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell Jr., County Judge

Date: _____, 20_____

OK
M 7/22/19

ENGINEER

CP&Y, Inc.

By  _____

Printed Name: Andrew Atlas

Title: Senior Vice President

Date: July 22, 2019

LIST OF EXHIBITS ATTACHED

- | | |
|----------------------|---|
| (1) Exhibit A | Debarment Certification |
| (2) Exhibit B | Engineering Services |
| (3) Exhibit C | Work Authorization |
| (4) Exhibit D | Rate Schedule |
| (5) Exhibit E | Williamson County Vendor Reimbursement Policy |
| (6) Exhibit F | Certificates of Insurance |

**EXHIBIT A
DEBARMENT CERTIFICATION**

STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

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

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

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

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

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

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

CP&Y, Inc.

Name of Firm



Signature of Certifying Official

Andrew Atlas

Printed Name of Certifying Official

Senior Vice President

Title of Certifying Official

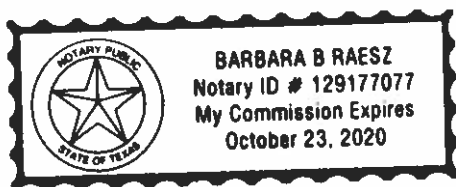
July 22, 2019

Date

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

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Andrew Atlas
the Senior Vice President of CP&Y, Inc., on behalf of said firm.



Barbara B Raesz
Notary Public in and for the
State of Texas

My commission expires: 10/23/2020

EXHIBIT B

ENGINEERING SERVICES

General Work Description: Provide engineering services and planning to develop Ronald Reagan Widening (FM 3405 to SH 29), as shown on the attached map.

The Engineer may perform any or all of the following tasks listed below, as described in detail in each Work Authorization:

TASK 1 – PROJECT MANAGEMENT

TASK 2 – ROUTE AND DESIGN STUDIES

TASK 3 – PUBLIC INVOLVEMENT

TASK 4 – SURVEYING

TASK 5 – ROW MAPPING

TASK 6 – ENVIRONMENTAL STUDIES & DOCUMENTS

TASK 7 – GEOTECHNICAL SERVICES

TASK 8 – PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)

TASK 9 – CONSTRUCTION PHASE SERVICES

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____

PROJECT: _____

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

Part 1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

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

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

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

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

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

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

EXECUTED this ____ day of _____, 20__.

ENGINEER:

CP&Y, Inc.

By: _____
Signature

Printed Name

Title

COUNTY:

Williamson County, Texas

By: _____
Signature

Printed Name

Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

ATTACHED BEHIND THIS PAGE

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

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

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

Exhibit D - Rate
Ronald Reagan Widening (SH 29 - FM 3405)

CP&Y, Inc.	
Direct Labor	
CATEGORY	RATE
Senior Project Manager	\$265.00
Quality Manager	\$174.00
Senior Engineer	\$224.00
Project Engineer	\$191.00
Design Engineer	\$158.00
Engineer-In-Training	\$121.00
Senior Engineer Tech	\$154.00
Engineer Tech	\$111.00
Environmental Manager	\$251.00
Senior Environmental Planner	\$245.00
Environmental Planner IV	\$174.00
Environmental Planner I/II	\$111.00
Senior Environmental Scientist	\$174.00
Environmental Scientist IV	\$154.00
Environmental Scientist III	\$121.00
Environmental Scientist I/II	\$111.00
Senior Architectural Historian	\$148.00
Architectural Historian	\$107.00
Admin/Clerical	\$121.00
Senior GIS Operator	\$111.00
GIS Operator	\$101.00
DIRECT EXPENSES	
Photocopies B/W (8 1/2" X 11") / each	\$0.10
Photocopies B/W (11" X 17") / each	\$0.20
Photocopies Color (8 1/2" X 11") / each	\$0.75
Photocopies Color (11" X 17") / each	\$1.25
Digital Ortho Plotting / sheet	\$2.50
Plots (B/W on Bond) / square foot	\$1.00
Plots (Color on Bond) / square foot	\$2.00
Plots (Color on Photographic Paper) / square foot	\$5.50
Color Graphics on Foam Board / square foot	\$5.50
Cardstock Color (8 1/2" x 11") / each	\$2.00
4" X 6" Digital Color Print / picture	\$0.50
Aerial Photographs (1" = 500' scale) / each	\$50.00
GPS Receiver (rates applied to actual time GPS units are in use) / hour	\$25.00

Exhibit D - Rate
Ronald Reagan Widening (SH 29 - FM 3405)

Kimley-Horn & Associates, Inc.	
Direct Labor	
CATEGORY	RATE
Senior Engineer I	\$210.00
Senior Engineer II	\$255.00
Professional	\$165.00
Analyst	\$145.00
Senior Designer	\$150.00
CAD Technician	\$115.00
Senior Support Staff	\$110.00
Support Staff	\$95.00
DIRECT EXPENSES	
Photocopies B/W (8 1/2" X 11") / each	\$0.10
Photocopies B/W (11" X 17") / each	\$0.20
Photocopies Color (8 1/2" X 11") / each	\$0.75
Photocopies Color (11" X 17") / each	\$1.25
Digital Ortho Plotting / sheet	\$2.50
Plots (B/W on Bond) / square foot	\$1.00
Plots (Color on Bond) / square foot	\$2.00
Plots (Color on Photographic Paper) / square foot	\$5.50
Color Graphics on Foam Board / square foot	\$5.50
Cardstock Color (8 1/2" x 11") / each	\$2.00
4" X 6" Digital Color Print / picture	\$0.50
Aerial Photographs (1" = 500' scale) / each	\$50.00

Exhibit D - Rate
Ronald Reagan Widening (SH 29 - FM 3405)

Alliance Transportation Group, Inc.	
CATEGORY	RATE
Project Principal	\$263.74
Senior Project Engineer	\$257.41
Senior Engineer	\$203.61
Project Engineer	\$151.92
Engineer-in-Training (EIT)	\$106.55
Senior Engineering Technician	\$140.31
Engineering Technician	\$94.95
Planning Director	\$242.64
Senior Travel Demand Modeler	\$192.00
Travel Demand Modeler III	\$144.54
Travel Demand Modeler II	\$123.43
Senior Planner	\$170.90
Planner II	\$131.87
Planner I	\$89.68
Project Administrator	\$109.72
Clerical	\$68.57
DIRECT EXPENSES	
Photocopies B/W (8 1/2" X 11") / each	\$0.10
Photocopies B/W (11" X 17") / each	\$0.20
Photocopies Color (8 1/2" X 11") / each	\$0.75
Photocopies Color (11" X 17") / each	\$1.25

Exhibit D - Rate
Ronald Reagan Widening (SH 29 - FM 3405)

Surveying And Mapping, Inc.	
Direct Labor	
CATEGORY	RATE
Project Engineer	\$165.00
Senior Project Engineer	\$185.00
Engineer Tech	\$98.00
Admin/Clerical	\$72.00
Principal	\$215.00
Senior Project Manager	\$175.00
Project Manager	\$158.00
Senior Survey Technician	\$98.00
Survey Technician	\$92.00
Two (2) Person Survey Field Crew	\$140.00
Three (3) Person Survey Field Crew	\$165.00
Project Coordinator - Mobile LiDAR	\$175.00
Senior Field Coordinator	\$150.00
Field Coordinator	\$110.00
Mobile LiDAR Processing Technician	\$105.00
Project Coordinator - AM	\$175.00
Certified Photogrammetrist	\$135.00
Analytical Triangulation Specialist	\$1,115.00
Aerial Mapping Technician	\$98.00
Orthophoto Specialist	\$105.00
Mapping Editor (includes QA/QC, Finishing, & Finalization)	\$115.00
Aerial Office Technician	\$105.00
Project Coordinator - AP	\$175.00
Aerial Processing Technician	\$105.00
Project Coordinator - FWAL	\$175.00
Airborne LiDAR Processing Technician	\$105.00
Project Coordinator - HAL	\$175.00
Helicopter LiDAR Processing Technician	\$96.50
DIRECT EXPENSES	
Photocopies B/W (8 1/2" X 11") / each	\$0.10
Photocopies B/W (11" X 17") / each	\$0.20
Photocopies Color (8 1/2" X 11") / each	\$0.75
Photocopies Color (11" X 17") / each	\$1.25
Digital Ortho Plotting / sheet	\$2.50
Plots (B/W on Bond) / square foot	\$1.00
Plots (Color on Bond) / square foot	\$2.00
Plots (Color on Photographic Paper) / square foot	\$5.50
Color Graphics on Foam Board / square foot	\$5.50
In-house Traffic Control / Day	\$1,500.00
GPS Receiver / Hour	\$25.00
Terrestrial Laser Scanner / Hour	\$80.00
Helicopter Airborne Lidar / Hour	\$1,700.00
Digital Imagery Processing / Each	\$20.00
LiDAR Mobile Mapping System / Day	\$9,000.00

Exhibit D - Rate
Ronald Reagan Widening (SH 29 - FM 3405)

Surveying And Mapping, Inc.	
Aerial Photography Flight Crew Fixed Wing Aircraft / Hour	\$225.00
LiDAR Flight Crew Fixed Wing Aircraft (Includes Pilot and LiDAR Operator) / Hour	\$225.00
Helicopter Flight Crew (Includes Pilot and LiDAR Operator) / Hour	\$225.00
AP Transit Miles / Mile	\$15.00
AP Project Flight Miles / Mile	\$70.00
AP ABGPS Processing / Project	\$3,000.00
FWAL Transit Miles / Mile	\$15.00
FWAL Project Flight Miles / Mile	\$70.00
Aerial LiDAR System / Day	\$7,000.00
B&W processing (film, development, scanning) / each	\$33.00
CIR processing (film, development, scanning) / each	\$35.00
Color processing (film, development, scanning) / each	\$35.00
Digital Image Processing / each	\$35.00
Ground Penetrating Radar	\$415.00
Specialty Equipment (Sonde, Radio Beacon, Duct Rodder) (Day Rate)	\$37.00
Geophysical Locating Equipment (Day Rate)	\$21.00
Environmental Supplies (Day Rate)	\$26.00
ATV or Utility Vehicle (Day Rate)	\$78.00
Mobilization for Aerial Photography/LiDAR Fixed Wing Aircraft (Includes aircraft, Pilot, Camera/LiDAR Operator, fuel and transportation cost)	\$25,000.00
Mobilization for Helicopter Airborne LiDAR (Includes helicopter, Pilot, LiDAR Operator, fuel and transportation cost)	\$25,000.00
Mobilization for Rotary Wing Unmanned Aerial System Photography/LiDAR (Includes aircraft, Pilot, Camera/LiDAR Operator, fuel and transportation cost)	\$9,500.00
Mobilization for Fixed Wing Unmanned Aerial System Photography/LiDAR (Includes aircraft, Pilot, Camera/LiDAR Operator, fuel and transportation cost)	\$9,500.00
Mobilization for Mobile Mapping System (Includes Vehilce, Driver, Camera/LiDAR Operator, fuel and transportation cost)	\$9,000.00

Exhibit D - Rate
 Ronald Reagan Widening (SH 29 - FM 3405)

Cambrian Environmental	
CATEGORY	RATE
Senior Environmental Scientist	\$173.33
Environmental Scientist IV	\$126.36
Environmental Scientist III	\$90.00
Environmental Scientist I/II	\$58.88
DIRECT EXPENSES	
Photocopies B/W (8 1/2" X 11") / each	\$0.10
Photocopies B/W (11" X 17") / each	\$0.20
Photocopies Color (8 1/2" X 11") / each	\$0.75
Photocopies Color (11" X 17") / each	\$1.25
GPS Receiver (rates applied to actual time GPS units are in use) / hour	\$25.00

Exhibit D - Rate
 Ronald Reagan Widening (SH 29 - FM 3405)

SWCA	
CATEGORY	RATE
Cultural Resources (CR) Subject Matter Expert	\$171.00
CR Principal Investigator	\$119.00
CR Field Director	\$89.00
CR Crew Chief	\$79.00
CR Field Crew I	\$67.00
CR Field Crew II	\$55.00
GIS Operator	\$109.00
Technical Writer / Editor	\$109.00
Admin / Safety	\$89.00
DIRECT EXPENSES	
Photocopies B/W (8 1/2" X 11") / each	\$0.10
Photocopies B/W (11" X 17") / each	\$0.20
Photocopies Color (8 1/2" X 11") / each	\$0.75
Photocopies Color (11" X 17") / each	\$1.25

Exhibit D - Rate
Ronald Reagan Widening (SH 29 - FM 3405)

Corsair Consulting, LLC	
Direct Labor	
CATEGORY	RATE
Principal	\$271.00
Senior Project Manager	\$271.00
Project Manager	\$240.87
Senior Engineer	\$180.66
Project Engineer	\$165.59
Design Engineer	\$143.01
Engineer-In-Training	\$105.37
Senior Engineer Tech	\$82.80
Engineer Tech	\$46.97
Admin/Clerical	\$75.28
DIRECT EXPENSES	
Photocopies B/W (8 1/2" X 11") / each	\$0.10
Photocopies B/W (11" X 17") / each	\$0.20
Photocopies Color (8 1/2" X 11") / each	\$0.75
Photocopies Color (11" X 17") / each	\$1.25
Digital Ortho Plotting / sheet	\$2.50
Plots (B/W on Bond) / square foot	\$1.00
Plots (Color on Bond) / square foot	\$2.00
Plots (Color on Photographic Paper) / square foot	\$5.50
4" X 6" Digital Color Print / picture	\$0.50
MOBILIZATION \ DEMOBILIZATION / LS	\$500.00
SOIL DRILLING & SAMPLING (COHESIVE SOILS): CONTINUOUS IN THE UPPER 10 FT AND AT 5 FT INTERVALS THEREAFTER. SPT SAMPLES IN GRANULAR SOILS. / PER FOOT	\$28.00
ROCK CORING / PER FOOT	\$42.00
TCP TESTS (AT 5 FT. INTERVALS IN ALL BORINGS). / EACH	\$15.00
BACKFILL WITH SOIL CUTTINGS / GROUTING WITH BENTONITE CHIPS. / PER FOOT	\$8.00
MOISTURE CONTENT (ASTM D2216) / EACH	\$10.00
ATTERBERG LIMITS (ASTM 4318) / EACH	\$80.00
PERCENT PASSING NO. 200 SIEVE (ASTM D1140) / EACH	\$42.00
SIEVE ANALYSIS (ASTM D422) / EACH	\$95.00
UNCONFINED COMPRESSIVE - SOIL (ASTM D2166) / EACH	\$70.00
UNCONFINED COMPRESSIVE - ROCK (ASTM D7012) / EACH	\$75.00
CONSOLIDATED-UNDRAINED COMPRESSION TEST WITH PORE PRESSURE, MULTI- SAMPLE, 3 PER FAILURE ENVELOPE (INCLUDES DUW & STRESS-STRAIN CURVES) ASTM D4767 / EACH	\$1,400.00
CONSOLIDATION, INCREMENTAL LOADING (ASTM 2435) / EACH	\$500.00
CORROSION SUITE (SULFATES, CHLORIDES, AND PH) / EACH	\$175.00
RESILIENT MODULUS (RM) / EACH	\$650.00
STANDARD PROCTOR (ASTM 698) / EACH	\$250.00
TRAFFIC CONTROL / DAY	\$2,300.00
SAMPLE STORAGE (PER MONTH) / MONTH	\$500.00

EXHIBIT E

Williamson County Vendor Reimbursement Policy

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

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

1. Invoices and Affidavits

- 1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.
- 1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.
- 1.3 Upon County’s request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

- 2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.
- 2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.
- 2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.
- 2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.
- 2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).
- 2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.
- 2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.
- 2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.
- 2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).
- 2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.
- 2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.
- 2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

- 3.1 Meal reimbursements are limited to a maximum of \$50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of \$20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.
- 3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.
- 3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.
- 3.4 County will not reimburse for alcoholic beverages.
- 3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance
- 3.6 No meals purchased for entertainment purposes will be allowed.
- 3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

- 4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
- 4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.
- 4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

- 5.1 The County will only reimburse up to a coach price fare for air travel.
- 5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
- 5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

- 5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.
- 5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

- 6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.
- 6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.
- 6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.
- 6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.
- 6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.
- 6.6 Insurance purchased when renting vehicle may also be reimbursed.
- 6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

- 7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
- 7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:
 - 7.2.1.1 Date
 - 7.2.1.2 Destination
 - 7.2.1.3 Purpose
 - 7.2.1.4 Name of traveler(s)
 - 7.2.1.5 Correspondence that verifies business purpose of the expense
- 7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.
- 7.4 Mileage will be reimbursed on the basis of the most commonly used route.
- 7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.
- 7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
- 7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

- 7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.
- 7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).
- 7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.
- 7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

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

9. Repayment of Nonreimbursable Expense.

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

10. Non-Reimbursable Expenses

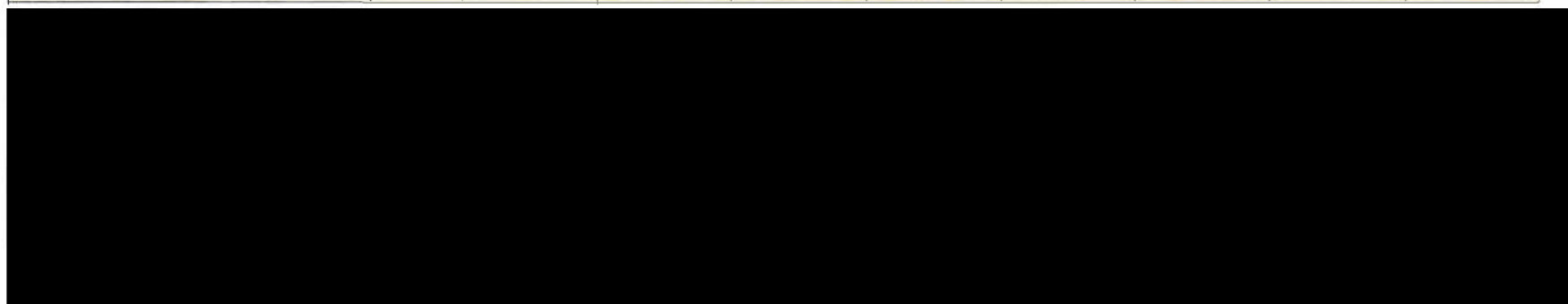
In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

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

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

**EVALUATION - Professional Service Engineer for Ronald Reagan Widening
RFQ 1904-309
Monday, June 3, 2019**

Mandatory Criteria	Maximum Score Points	American Structurepoint	CONSOR Engineers, LLC	CP&Y, Inc.	Dannenbaum Engineering Corp	LJA Engineering Inc.	Pape-Dawson Engineers, Inc.	Seiler?lankes Group	WSB & Associates
Project Manager's Experience/Qualifications with Similar Projects	20	12	12	12	13	13	12	12	12
Individuals on Project Team's Experience/Qualifications with all aspects of Roadway Design	15	10	10	12	11	12	10	10	8
Individuals on Project Team's Experience/Qualifications providing Environmental Clearance for Roadway Projects in Central Texas	15	12	12	13	12	12	12	12	8
Individuals on Project Team's Experience/Qualifications providing drainage planning and design services with similar projects	15	10	10	13	11	12	11	8	8
Understanding of project and previous performance with Williamson County	20	10	10	15	10	12	10	11	10
Availability of Project Manager, task leads and relevant staff	15	5	15	15	15	15	15	15	15
TOTAL	100	59	69	80	72	76	70	68	61



Commissioners Court - Regular Session

50.

Meeting Date: 08/13/2019

2019-2020 Budget

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss 2019-2020 Budget.

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: Ashlie Koenig

Final Approval Date: 07/26/2019

Reviewed By

Andrea Schiele

Date

07/26/2019 03:32 PM

Started On: 07/26/2019 12:10 PM

Commissioners Court - Regular Session

51.

Meeting Date: 08/13/2019

Executive Session

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

A. Real Estate Owned by Third Parties

Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties

- a) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
- b) Discuss the acquisition of real property for CR 176 at RM 2243
- c) Discuss the acquisition of real property: CR 101
- d) Discuss the acquisition of real property: CR 200
- e) Discuss the acquisition of real property for County Facilities.
- f) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
- g) Discuss the acquisition of real property for SH 29 @ DB Wood.
- h) Discuss the acquisition of real property for Hairy Man Rd.
- i) Discuss the acquisition of real property for N. Mays.
- j) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
- k) Discuss the acquisition of real property for CR 111.
- l) Discuss the acquisition of real property for Corridor H
- m) Discuss the acquisition of drainage easements on the Forest North Drainage Project.
- n) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
- o) Discuss the acquisition of right-of-way for Corridor C.
- p) Discuss the acquisition of right-of-way for Corridor F.
- q) Discuss the acquisition of right-of-way for Corridor D.
- r) Discuss the acquisition of right-of-way for Southeast Corridor.
- s) Discuss the acquisition of right-of-way for Reagan extension.
- t) Discuss the acquisition of property near the County landfill.
- u) Discuss the acquisition of real property for the Brushy Creek Trail Project.

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.
- h) Discuss Blue Springs Boulevard

C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.

D. Discuss the possible placement of agricultural-related monuments at the Williamson County Exposition Center with the participation of third parties.

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Charlie Crossfield
Final Approval Date: 08/08/2019

Reviewed By

Andrea Schiele

Date

08/08/2019 08:45 AM
Started On: 08/08/2019 08:14 AM

Commissioners Court - Regular Session

52.

Meeting Date: 08/13/2019

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
- h) Project Arcos

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: 08/08/2019

Reviewed By

Andrea Schiele

Date

08/08/2019 08:45 AM

Started On: 08/08/2019 08:14 AM