

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
October 22, 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. Public Comment Period. The Commissioners Court will conduct a Public Comment Period to allow members of the public to address the Court regarding matters pertaining to or affecting Williamson County but that do not appear as an Agenda Item on a meeting's Agenda. During such Public Comment Period, speakers shall be limited to a maximum of two (2) minutes to make his/her remarks and the maximum overall discussion time allowed for the Public Comment Period, regardless of the number of members of the public wishing to address the Court during such period, shall be limited to ten (10) minutes. Speaking time, to the extent possible, will be evenly allocated among speakers should more than five (5) speakers desire to speak during the Public Comment Period. Please 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 – 24)

4. Discuss, consider and take appropriate action on a line item transfer for Human Resources.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0402.004100	Professional Services	700.00
To	0100.0402.004621	Copier Rental and Supplies	700.00

5. Discuss, consider and take appropriate action on a line item transfer for Fire Marshal.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-002050	EMS/Work Comp	\$1,137.80
To	0100-0542-002050	Fire Marshal/Work Comp	\$1,137.80

6. 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	0200-0210-000777	Transfer to Capital Projects	\$97,812.00
To	0200-0210-002050	Worker's Comp	\$96,888.00
To	0200-0210-004419	Property Insurance	\$924.00

7. Discuss, consider and take appropriate action on a line item transfer for Emergency Management.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-004414	EMS/Vehicle Ins	\$2,612.90
To	0100-0541-004414	Emerg Mgmt/Vehicle Ins	\$2,612.90

8. Discuss, consider and take appropriate action on approving property tax collections for the month of September 2019 for the Williamson County Tax Assessor/Collector.
9. Discuss, consider and take appropriate action on approving property tax refunds over \$2,500.00 thru 10/16/2019 for the Williamson County Tax Assessor/Collector.
10. Discuss, consider and take appropriate action on approving compensation changes, position title changes, position grade changes and any corresponding line item transfers.
11. Discuss, consider and take appropriate action on accepting a donation to Williamson County Juvenile Services from Laurel Ridge Treatment Center in the amount of \$1,000.
12. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed Statements of Qualifications for Williamson County Child Advocacy Center New Building Design under RFQ #2281, funded through project P530.
13. Consider, discuss, and take appropriate action on a resolution on behalf of Provident Realty Advisors, Inc. to the Texas Department of Housing and Community Affairs (TDHCA) confirming Williamson County's statement of "no objection" to the proposed Auro Crossing development located at FM 1325 and SH 45 in Precinct 1.
14. Discuss, consider and take appropriate action on a resolution authorizing the Presiding Officer of the Williamson County Commissioners Court to execute a Deed without Warranty from the City of Taylor, Texas, Taylor Independent School District, and the Williamson County Education District and Williamson County, Texas to Taerim Lee pertaining to 0.14 acre being Lot 5 Block 6 Baker Addition to the City of Taylor, Williamson County, Texas being that property more particularly described in Plat Cabinet A, Slide #176 of the Plat Records, Williamson County, Texas and Document #2009041706 of the Official Public Records, Williamson County, Texas.
15. Discuss, consider and take appropriate action regarding approval of a Second Amendment to the License & Use Agreement with the Williamson County Sun for a newspaper rack at the Justice Center.
16. Discuss, consider, and take appropriate action on the extension of Medical Billing Services contract #13RFP00101, for the same pricing, terms and conditions as the existing contract for the term of November 17, 2019 - November 16, 2020, with DM Medical Billings, LLC.

17. Discuss, consider and take appropriate action on authorizing the annual agreement for Microsoft Enterprise Services on DIR Contract #DIR-TSO-3781, for the term of November 1, 2019 - October 31, 2020 with Microsoft Corporation for the amount of \$69,931.
18. Discuss, consider and take appropriate action on Supplemental Work Authorization #1 under Williamson County Contract between Raba Kistner, Inc. and Williamson County dated January 8, 2019 for Material Testing & Inspection at Brushy Creek Regional Trail, P419.
19. Discuss, consider and take appropriate action on authorizing the purchase of Tire Equipment from Mohawk in the amount of \$50,296.85, pursuant to TXMAS Cooperative Contract #TXMAS-18-23-V05.
20. Discuss, consider and take appropriate action on authorizing the renewal of Williamson County Pollution Liability Insurance AIG Storage Tank Third Party Liability TankGuard Warranty for Policy Number PLC000168373 with Commerce and Industry Insurance Company, for the term of 12/18/19 -12/18/20 for Fleet Services.
21. Discuss, consider and take appropriate action on approving the purchase of (2) Replacement 4000 Gallon Stainless Steel Water Tanks for the Williamson County Road and Bridge Department for the amount of \$96,500.00 and exempting the purchase from the competitive bidding requirements per Texas Local Government Code Section 262.024.(7)(D).
22. Discuss, consider and take appropriate action on authorizing the extension of Asphalt Mixes contract 1809-262, renewal period 1, covering the term of 11/3/2019 - 11/2/2020, for the same pricing, terms and conditions as the existing contract with the primary vendor Industrial Asphalt, LLC. The secondary vendor, Texas Materials Group, f/k/a Oldcastle Materials, is a non-responsive vendor for this contract renewal.
23. Discuss, consider and take appropriate action on approving purchase for one (1) 2020 CTS BDT40 Belly Dump Truck in the amount of \$34,558.00, one (1) 2020 Freightliner M2-112 chassis in the amount of \$128,956.00 and one (1) 2020 Freightliner M2-106 chassis in the amount of \$110,370.00 to include a \$400 BuyBoard fee, from Freightliner of Austin, as per BuyBoard Contract #516-16.
24. Discuss, consider and take appropriate action on a First Amendment to the Interlocal Agreement Between Williamson County and the City of Round Rock for Const Sharing Related to RM 620 Improvements Project.

REGULAR AGENDA

25. Discuss, consider and take appropriate action on first five-year review of the Williamson County Tax Exemption Policy and consider increasing the Over 65 Exemption and the Disabled Person Exemption by \$5,000 each, increasing the Over 65 Exemption from \$25,000 to \$30,000 and the Disabled Person Exemption from \$15,000 to \$20,000.
26. Discuss, consider and take appropriate action on reappointment of Cynthia P. Long to the Leander Tax Increment Reinvestment Zone and Development Authority (TIRZ/DA) Board of Directors for a two-year term beginning November 1, 2019 and ending on October 31, 2021.
27. Discuss, consider and take appropriate action on a resolution nominating Jon Lux for the Williamson Central Appraisal District Board of Directors.

28. Discuss, consider and take appropriate action to enact Williamson County Park Rules and Regulations. House Bill 510, which became effective September 1, 2019, amended the Local Government Code to authorize Williamson County to enact park use rules, the violation of which constitutes a Class C misdemeanor.
29. Discuss, consider and take appropriate action to authorize the Williamson County Sheriff's Office to apply for the Good Neighbor Citizenship Company Grant through the State Farm Foundation.
30. Discuss, consider and take appropriate action on submitting grant applications to the Texas Veterans Commission for grant funding available through the Funds for Veterans Assistance.
31. Discuss, consider, and take appropriate action on the acceptance of the 2019 Emergency Management Performance Grant award, in the amount of \$77,698.46, issued by the Texas Department of Public Safety, Division of Emergency Management.
32. Discuss, consider, and take appropriate action on the approval and acceptance of FY19 Homeland Security Grant funds in the amount of \$20,658.73. The project is for the purchase of an Annual HazMat Monitor Maintenance Service for the Hazardous Materials Response Team.
33. Discuss, consider, and take appropriate action on the approval and acceptance of FY19 Homeland Security Grant funds in the amount of \$30,776.80. The project is for the purchase of HazMat equipment at the end of life and no longer supported by the manufacturer.
34. 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 acknowledging additional expenditures for the Sheriff's Department.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100-0560-003003	SO/Radio Equipment	\$17,485.93

35. Receive updates on the Department of Infrastructure projects and issues.
36. Discuss, consider and take appropriate action on a real estate contract with Tina and Brian Miller for right of way needed for the SE Loop project (Parcel 12). Funding Source: Road Bonds P463

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)."

- 37.** 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
- 38.** 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
 - i) Project Woods

- 39.** 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; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
 - f) 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.
 - g) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
 - h) 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.
 - i) 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
 - j) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
 - k) Valerie Adams - EEOC Charge No. 450-2018-03807
 - l) 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.
 - m) 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.
 - n) BANGL Pipeline Project
 - o) 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
 - p) 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.
 - q) Anthony "Tony" Carter - EEOC Charge.
 - r) D-1-GN-19-005511; Brian Johns v. Williamson County, Texas; In the 53rd Judicial District Court of Travis County, Texas.
 - s) Claim of Jaivonte Roberts.
 - t) Tropea Damage Claim.
 - u) Civil Action No. 1:19-CV-938-RP; Earl Langham, Jr. vs. Alma Fuentes et al.; In the United States District Court for the Western District of Texas, Austin Division.
- 40.** 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)

- 41.** Discuss and take appropriate action concerning economic development.
- 42.** Discuss and take appropriate action concerning real estate.

- 43.** 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; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
 - f) 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.
 - g) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
 - h) 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.
 - i) 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
 - j) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
 - k) Valerie Adams - EEOC Charge No. 450-2018-03807
 - l) 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.
 - m) 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.
 - n) BANGL Pipeline Project
 - o) 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
- 44.** 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.
- 45.** Comments from Commissioners.

Bill Gravell, Jr., County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the 18th day of October, 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:** 10/22/2019

copier

Submitted For: Rebecca Clemons**Submitted By:** Rebecca Clemons, Human Resources**Department:** Human Resources**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for Human Resources.

Background

Our copier line item request for FY20 was inadvertently budgeted for 10 months instead of 12 months. We need an additional \$700 for FY20.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0402.004100	Professional Services	700.00
To	0100.0402.004621	Copier Rental and Supplies	700.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Rebecca Clemons

Final Approval Date: 10/11/2019

Reviewed By

Andrea Schiele

Ashlie Koenig

Date

10/11/2019 10:35 AM

10/11/2019 10:40 AM

Started On: 10/11/2019 10:22 AM

Commissioners Court - Regular Session**5.****Meeting Date:** 10/22/2019

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 Fire Marshal.

Background

Each year the Budget Office receives estimated work comp rates from Human Resources who receives them from our insurance carrier. These rates are only estimates and do not necessarily take into account actuals, number of claims, etc. The associated transfer will cover the shortfall for the year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-002050	EMS/Work Comp	\$1,137.80
To	0100-0542-002050	Fire Marshal/Work Comp	\$1,137.80

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 10/16/2019

Reviewed By

Andrea Schiele

Date

10/16/2019 04:27 PM

Started On: 10/16/2019 03:58 PM

Commissioners Court - Regular Session**6.****Meeting Date:** 10/22/2019

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 at the request of the Auditor's Office and is necessary in order to fulfill workers' compensation and property insurance obligations. Funds are available in project P488 because the initial plan to use reinforced concrete pavement was changed to hot mix asphalt, which will reduce the project cost. The change was made because the process of installing reinforced concrete pavement restricts residents' access to their driveways for a significantly longer period of time than when hot mix asphalt is used.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-000777	Transfer to Capital Projects	\$97,812.00
To	0200-0210-002050	Worker's Comp	\$96,888.00
To	0200-0210-004419	Property Insurance	\$924.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Kelly Murphy

Final Approval Date: 10/17/2019

Reviewed By

Andrea Schiele

Ashlie Koenig

Date

10/17/2019 11:17 AM

10/17/2019 11:24 AM

Started On: 10/17/2019 08:25 AM

Commissioners Court - Regular Session**7.****Meeting Date:** 10/22/2019

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 Emergency Management.

Background

Each year vehicle insurance is estimated early in the year as new rates and coverage are being decided. The invoice for vehicle insurance county wide has been received and we have one department failing funds. This request will facilitate payment for the year in this line item.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-004414	EMS/Vehicle Ins	\$2,612.90
To	0100-0541-004414	Emerg Mgmt/Vehicle Ins	\$2,612.90

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 10/17/2019

Reviewed By

Andrea Schiele

Date

10/17/2019 09:31 AM

Started On: 10/17/2019 09:00 AM

Commissioners Court - Regular Session**8.****Meeting Date:** 10/22/2019

Property Tax Collections – September 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 September 2019 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[090119-093019 GWI-RFM](#)[090119-093019 GWI-RFM Graph](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Renee Clark

Final Approval Date: 10/17/2019

Reviewed By

Andrea Schiele

Date

10/17/2019 11:22 AM

Started On: 10/17/2019 10:45 AM

YEAR TO DATE - COLLECTION REPORT
Williamson County - GWI/RFM Property Taxes
September 1-30, 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	\$1,491,348.49	\$265,279,198.36	\$43,442.45	\$27,610.15	(\$247.68)	\$881,505.69	\$264,397,692.67	99.67%	99.88%	100.59%
2017 & Prior	\$2,225,417.94	(\$303,825.09)	\$1,921,592.85	(\$77,892.77)	\$4,668.04	\$2,444.34	\$1,490,715.01	\$430,877.84	22.42%	32.62%	
Rollbacks	\$728,423.87	\$897,781.18	\$1,626,205.05	\$50,944.47	\$28.10	\$0.00	\$365,097.69	\$1,261,107.36	77.55%	77.88%	
Total All	\$266,741,691.68	\$2,085,304.58	\$268,826,996.26	\$16,494.15	\$32,306.29	\$2,196.66	\$2,737,318.39	\$266,089,677.87	98.98%	99.26%	

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	\$148,897.72	\$25,134,816.21	\$4,368.09	\$2,630.81	(\$23.66)	\$82,897.36	\$25,051,918.85	99.67%	99.88%	100.57%
2017 & Prior	\$192,611.74	(\$26,130.90)	\$166,480.84	(\$7,037.25)	\$445.70	\$183.55	\$125,558.41	\$40,922.43	24.58%	35.37%	
Rollbacks	\$66,026.36	\$81,644.28	\$147,670.64	\$4,665.47	\$2.55	\$0.00	\$33,250.27	\$114,420.37	77.48%	77.81%	
Total All	\$25,244,556.59	\$204,411.10	\$25,448,967.69	\$1,996.31	\$3,079.06	\$159.89	\$241,706.04	\$25,207,261.65	99.05%	99.33%	

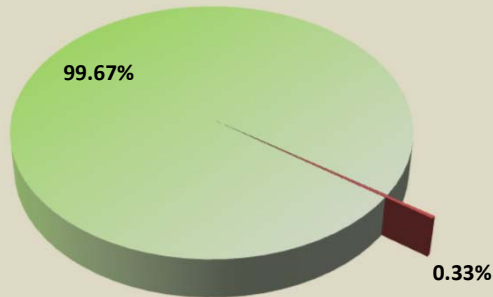
2018 COMBINED MONTHLY BREAKDOWN

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			
Aug-19	\$294,335,469.14	\$75,726.11	\$294,411,195.25	\$282,247.57	\$47,110.79	\$2,996.10	\$2,998,158.56	\$291,276,092.51			
Sep-19	\$294,411,195.25	\$1,712.88	\$294,412,908.13	\$18,490.46	\$35,385.35	\$2,356.55	\$2,979,024.43	\$291,296,939.52			

Year to Date Collection Report October 1, 2018 - September 30, 2019

YTD Collected YTD Uncollected

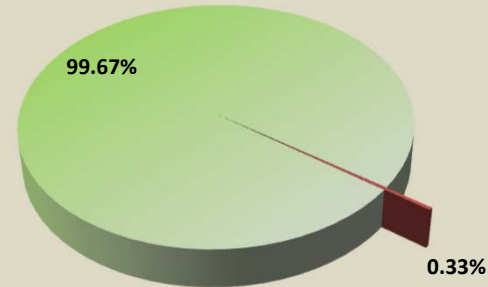
GW



Year to Date Collection Report October 1, 2018 - September 30, 2019

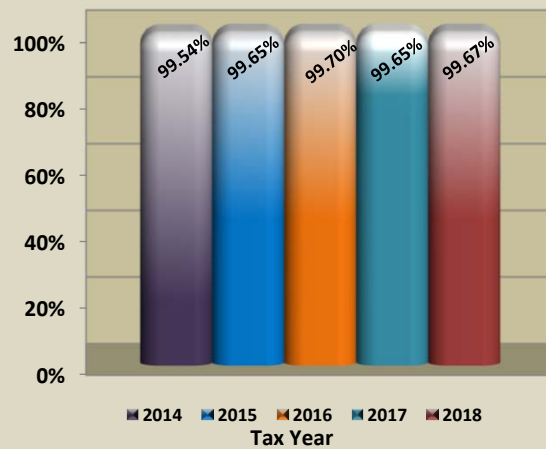
YTD Collected YTD Uncollected

RFM



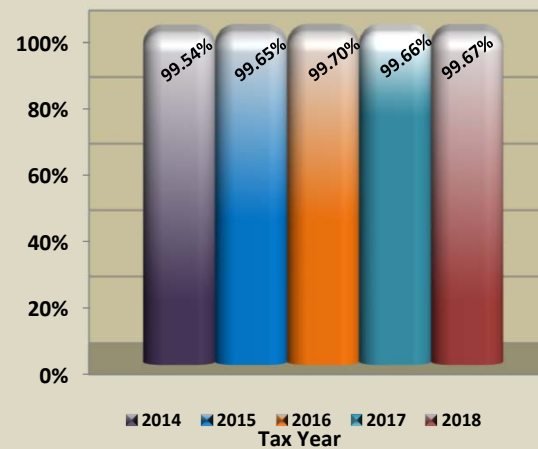
Percent of Roll Collected Comparison September 2015-2019

GW



Percent of Roll Collected Comparison September 2015-2019

RFM



Commissioners Court - Regular Session**9.****Meeting Date:** 10/22/2019

Property Tax Refunds – Over 2500 – Thru 10/16/2019

Submitted For: Larry Gaddes**Submitted By:** Renee Clark, County Tax Assessor
Collector**Department:** County Tax Assessor Collector**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approving property tax refunds over \$2,500.00 thru 10/16/2019 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments092519-101619 Refunds Over 2500

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Renee Clark

Final Approval Date: 10/17/2019

Reviewed By

Andrea Schiele

Date

10/17/2019 11:23 AM

Started On: 10/17/2019 10:51 AM



Date: October 16, 2019

To: Members of the Commissioners Court

From: Larry Gaddes PCAC, CTA

Larry Gaddes PCAC, C T A
Tax Assessor/Collector

Subject: Property Tax Refunds

In accordance with Section 31.11 of the Property Tax Code, the court needs to approve all refunds in excess of \$2,500.00. We are presenting the attached list which includes these property tax refunds for your approval.

Please contact me at (512) 943-1954, if you have any questions.

Thank you.

Main Office and Mailing Address:

904 South Main Street
Georgetown, Texas 78626
Motor Vehicle Telephone: 512.943.1602
Property Tax Telephone: 512.943.1603
www.wilco.org/tax

1801 E. Old Settler's Blvd., Ste 115
Round Rock, Texas 78664
Telephone: 512.244.8644

Annex Locations:

350 Discovery Blvd., Ste. 101
Cedar Park, Texas 78613
Telephone: 512.260.4290

412 Vance St., Ste. 1
Taylor, Texas 76574
Telephone: 512.352.4140

4:48 PM
10/16/19
Accrual Basis

Property Tax
Account QuickReport
As of October 16, 2019

Type	Date	Num	Name	Memo	Amount
Refunds Payable - Taxpayers					
Check	10/07/2019	72469	LONGHORN TITLE CO INC	R477615 - Overpayment	-3,060.75
Check	10/16/2019	72474	806 E 13TH ST GEORGETOWN APARTMENTS LLC	R047465 - Escrow Refund	-23,247.29
Total Refunds Payable - Taxpayers					-26,308.04
TOTAL					-26,308.04

Commissioners Court - Regular Session**10.****Meeting Date:** 10/22/2019

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 title 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](#)[Position Changes](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Sharon Graham

Final Approval Date: 10/17/2019

Reviewed By

Andrea Schiele

Date

10/17/2019 09:18 AM

Started On: 10/17/2019 08:55 AM

Department	Position	Emp Num	Current Annual Salary	Annual Merit Amt	Merit %	New Annual Salary	Pay Proposal Reason	Effective_Date of Change
Commissioner 4 - admin	Office Spec Sr Pct 4.0261.001100.	15017	\$41,218.05	\$1,236.54	3.00	\$42,454.59	MERIT	25-Oct-19
Commissioner 4 - admin	Exec Asst Com 4.0260.001100.	14885	\$58,294.08	\$2,914.60	5.00	\$61,208.68	MERIT	25-Oct-19

Department Name	Position	Emp Num	Current Annual	Merit %	Annual Merit Amount	Final Proposed Salary	Dept Num	Grade	Emp Name	Grade Max	Lump Sum	Position Budget	PCN	Earliest Effective Date	Reason for change
Tax Assessor	Motor Vehicle Specialist.1704	14987	30912	2.30%	\$ 710.97	31622.681	499	B.17	Phyllis Gesch	44762		31,622.68	1704	4-Oct-19	Termed 9/19/2019
					\$ 710.97										
Magistrate	Chief Office Administrator.	14821	58681	7.00%	\$ 4,107.70	62789.184	477	B.29	Roland Luna	81089		62,789.18	1713	4-Oct-19	Promoted to another position/department
					\$ 4,107.70										
EMS	EMS Paramedic.0827.001	4995	46805	2.29%	\$ 1,071.84	47877.144	540	B.20	Kenneth Drake	51925		47,877.14	0827	4-Oct-19	Termed 9/5/2019
					\$ 1,071.84										
URS	Operator II R&B.1599.001	14868	39108	1.92%	\$ 750.88	39,859.38	210	B.19	Frank Kee	49411		39,859.37	1599	4-Oct-19	Termed 10/10/2019
					\$ 750.88										
Animal Services	Animal Care Specialist.1887	14900	25392	5.50%	\$ 1,396.57	26788.665	545	B.13	Jenifer Cooper	36739		26,788.66	1887	4-Oct-19	Termed 9/21/2019
					\$ 1,396.57										
SO	Victim Asst Caseworker.1	13502	43306	2.00%	\$ 866.11	44,171.71	560	B.21	Julia Cooper	54576		44,171.71	1424	4-Oct-19	Transferred to another department
					\$ 866.11										
Juvenile Services	Nurse Supervisor Juv.11700.0011	10906	60291	7.00%	n/a	60291.1	576	B.23	Minerva Flores	60291	4220	60291.1	1170	4-Oct-19	made to lump sum merit, originally requested \$6,155.70 . The correct amount for 7% = \$4,220.377
Juvenile Services	Security Specialist	10598	53943	4.00%	\$ 2,157.73	56101.106	576	B.23	Rodney Bell	60291		56,101.11	1178	4-Oct-19	Termed 9/28/2019
Juvenile Services	Juv Prob Ofcr 2 Grant.1	3437	56186	2.00%	\$ 1,123.72	57309.628	573	B.22	Carrie Beckwith	57365		57,309.63	1035	4-Oct-19	Termed 10/7/2019

\$ 7,501.83

\$ 16,405.90

Department	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
0452: Justice of the Peace 2	1907	vacant	n/a	n/a	\$43,671.81	\$ 53,734.17		\$10,062.36	Reallocation of position budget to facilitate internal promotion to include 8.75% salary increase as allowed by policy. Surplus salary from PCN 0984	11/1/2019
0452: Justice of the Peace 2	0984	n/a	\$49,410.73	n/a	\$49,410.73	\$ 39,348.37	\$10,062.36		Reallocation of position budget	11/1/2019
560: Sheriff Office	1383	vacant	n/a	n/a	\$93,705.77	\$84,346.61	\$9,359.16		Reallocation of position funds from 1383 to position 1933 & 1678, making max step to fill L4.12	10/25/2019
560: Sheriff Office	1933	vacant	n/a	n/a	\$57,650.77	\$59,979.75		\$2,328.98	Reallocation of position budget to accommodate tenure promotion to L2.4	10/25/2019
560: Sheriff Office	1678	vacant	n/a	n/a	\$67,546.98	\$74,577.16		\$7,030.18	Reallocation of position budget to accommodate tenure promotion to L2.15	10/25/2019
401: Comm Court/Public Affairs Ofc	1947	vacant	n/a	n/a	\$50,690.59	\$55,560.49		\$4,869.90	Reallocation of position budget to facilitate internal transfer to include 9.60% increase as allowed by policy. Surplus salary from PCN 1677	11/1/2019
401: Comm Court/Public Affairs Ofc	1677	n/a	\$58,149.64	n/a	\$58,149.64	\$53,279.74	\$4,869.90		Reallocation of position budget	11/1/2019

*Amount may vary slightly due to Oracle rounding

Commissioners Court - Regular Session**11.****Meeting Date:** 10/22/2019

Donation to Juvenile Services

Submitted By: Denise Carlson, Juvenile Services**Department:** Juvenile Services**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on accepting a donation to Williamson County Juvenile Services from Laurel Ridge Treatment Center in the amount of \$1,000.

Background

Laurel Ridge Treatment Center donated \$1,000 to Williamson County Juvenile Services for the purchase of food for the Health in School Conference.

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: Denise Carlson

Final Approval Date: 10/16/2019

Reviewed By

Andrea Schiele

Date

10/16/2019 02:17 PM

Started On: 10/16/2019 01:25 PM

Commissioners Court - Regular Session**12.****Meeting Date:** 10/22/2019

Advertisement Approval 2281 RFQ Child Advocacy Center New Building Design

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 Statements of Qualifications for Williamson County Child Advocacy Center New Building Design under RFQ #2281, funded through project P530.

Background

Williamson County is seeking qualifications from experienced firms to provide professional Architectural/Engineering design services and construction administration services for a new building on the existing Williamson County Child Advocacy Center site. At a minimum, the technical areas of services required are: architectural, civil engineering, structural engineering, mechanical engineering and electrical engineering professional services. Department point of contact is Dale Butler. The funding source for this project is P530.

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: 10/17/2019

Reviewed By

Randy Barker
Andrea Schiele

Date

10/17/2019 09:41 AM
10/17/2019 10:02 AM
Started On: 10/15/2019 07:45 AM

Commissioners Court - Regular Session**13.****Meeting Date:** 10/22/2019

Auro Crossing resolution of no objection

Submitted For: Terry Cook**Submitted By:** Garry Brown, Commissioner Pct. #1**Department:** Commissioner Pct. #1**Agenda Category:** Consent

Information**Agenda Item**

Consider, discuss, and take appropriate action on a resolution on behalf of Provident Realty Advisors, Inc. to the Texas Department of Housing and Community Affairs (TDHCA) confirming Williamson County's statement of "no objection" to the proposed Auro Crossing development located at FM 1325 and SH 45 in Precinct 1.

Background

On June 18, 2019, Williamson County Commissioners Court approved on consent a resolution of "no objection" to the Auro Crossing development that was going to the Texas Department of Housing and Community Affairs (TDHCA). The developer, Provident Realty Advisors, Inc., has recently come back asking for a similar resolution due to TDHCA's changes in the form that was used previously.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[Auro Crossing revised resolution](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Garry Brown

Final Approval Date: 10/17/2019

Reviewed By

Andrea Schiele

Date

10/17/2019 11:04 AM

Started On: 10/17/2019 10:27 AM



RESOLUTION

WHEREAS, Provident Realty Advisors has proposed a development for affordable rental housing of 256 units that will be located at FM 1325 and Highway 45 in Williamson County, Texas.

WHEREAS, Provident Realty Advisors has submitted an application to the Texas Department of Housing and Community Affairs for 2019 Housing Tax Credits for Auro Crossing.

IT IS HEREBY RESOLVED, that in accordance with the requirements of Tex. Gov't Code §2306.67071 and Texas Administrative Code §11.204(4), it is hereby found that:

1. Notice has been provided to the Governing Body in accordance with Tex. Gov't Code, §2306.67071(a); and
2. The Governing Body has had sufficient opportunity to obtain a response from the Applicant regarding any questions or concerns about the proposed Development; and
3. The Governing Body has held a hearing at which public comment may be made on the proposed Development in accordance with Tex. Gov't Code, §2306.67071(b); and
4. After due consideration of the information provided by the Applicant and public comment, the Governing Body does not object to the proposed Application; and

AND BE IT FURTHER RESOLVED, that for and on behalf of the Governing Body, Williamson County Judge Bill Gravell is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

Signed on this date: _____

Bill Gravell, County Judge

Commissioners Court - Regular Session**14.****Meeting Date:** 10/22/2019

Discuss, consider and take appropriate action to approve the resale of property held in trust.

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 resolution authorizing the Presiding Officer of the Williamson County Commissioners Court to execute a Deed without Warranty from the City of Taylor, Texas, Taylor Independent School District, and the Williamson County Education District and Williamson County, Texas to Taerim Lee pertaining to 0.14 acre being Lot 5 Block 6 Baker Addition to the City of Taylor, Williamson County, Texas being that property more particularly described in Plat Cabinet A, Slide #176 of the Plat Records, Williamson County, Texas and Document #2009041706 of the Official Public Records, Williamson County, Texas.

Background

In 2008, Williamson County filed a lawsuit to collect delinquent property taxes on behalf of itself, Taylor Independent School District, the City of Taylor, Texas, and the Williamson County Education District vs. Freddie Peterson et al. On March 2, 2009, a judgment was signed ordering foreclosure of the tax lien. Pursuant to the Property Tax Code, in June, 2009, the property was offered for sale at a public tax foreclosure sale. The property did not receive a bid and was taken into trust by the County for the use and benefit of all the taxing jurisdictions. This property has been held in trust with an exempt status since June 2009 and has therefore been completely exempt from taxation since that date. Taerim Lee, a resident of Austin, Texas has tendered a purchase offer of \$3,200.00 which is an amount greater than the adjudged market value of the property. By accepting this offer, the County would remove this property from tax-exempt status, meaning the property will once again generate tax revenue for all the taxing units listed above.

For the reasons stated herein, it is my recommendation to accept this offer by Taerim Lee.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsDeed without WarrantyResolution

Form Review**Inbox**

County Judge Exec Asst.
Form Started By: Judy Kocian
Final Approval Date: 10/17/2019

Reviewed By

Andrea Schiele

Date

10/17/2019 09:12 AM
Started On: 10/17/2019 08:41 AM

DEED WITHOUT WARRANTY

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

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

THAT The County of Williamson, Texas, TRUSTEE for itself and the City of Taylor, Texas, Taylor Independent School District, and the Williamson County Education District, acting by and through the County Judge of The County of Williamson, Texas, for and in consideration of the sum of THREE THOUSAND TWO HUNDRED AND .00/100S (\$3,200.00), and other good and valuable consideration paid by the Grantee named below, the receipt and sufficiency of which are acknowledged by Grantor, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL, AND CONVEY to **Taerim Lee**, whose address is 512 W. Martin Luther King Jr. Blvd, #200, Austin, Texas 78701, the following described Property, to wit:

0.14 Acre being Lot 5, Block 6 Baker Addition to the City of Taylor, Williamson County, Texas being that property more particularly described in Plat Cabinet A, Slide #176 of the Plat Records, Williamson County, Texas and Document #2009041706 of the Official Public Records, Williamson County, Texas

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances belonging in any way to the Property, subject to the provisions, conditions and limitations stated below, to Grantee **Taerim Lee**, their successors and assigns forever, without warranty of any kind.

The Grantor and all the taxing units involved in this conveyance exclude and except any warranties, express or implied, regarding the Property, including, without limitation, any warranties arising by common law or Section 5.023 of the Texas Property Code or its successor. This conveyance is expressly made subject to any right of redemption of the Property which may exist under Section 34.21 of the Texas Tax Code.

Grantor(s) have not made, and do not make any representations, warranties or covenants of any kind or character whatsoever, whether express or implied, with respect to the quality or condition of the Property, the suitability of the property for any and all activities and uses which grantees may conduct thereon, compliance by the property with any laws, rules, ordinances or regulations of any applicable governmental authority or habitability, merchantability or fitness for a particular purpose, and specifically, grantors do not make any representations regarding hazardous waste, as defined by the Texas Solid Waste Disposal Act and the regulations adopted thereunder, or the U. S. Environmental Protection Agency regulations, or the disposal of any hazardous or toxic substances in or on the Property. This Property is sold "as is" with all faults.

STATE OF TEXAS

COUNTY OF WILLIAMSON

RESOLUTION AUTHORIZING RESALE OF PROPERTY HELD IN TRUST
BY THE COUNTY OF WILLIAMSON, TEXAS, TRUSTEE

Whereas, the Williamson County Tax Office collects property taxes for itself, The City of Taylor, Texas, Taylor Independent School District, and the Williamson County Education District ("The Taxing Units"); and

Whereas, in 2009, the following property (hereinafter referred to as, "The Property" was the subject of a tax foreclosure sale:

0.14 Acre, being Lot 5, Block 6, Baker Addition to the City of Taylor, Williamson County, Texas being that property more particularly described in Plat Cabinet A, Slide #176 of the Plat Records, Williamson County, Texas and Document #2009041706 of the Official Public Records, Williamson County, Texas

Whereas, the Property did not receive a bid at the tax sale and was struck off to The County of Williamson, Texas, Trustee, in Trust, for the use and benefit of itself, The City of Taylor, Taylor Independent School District, and The Williamson County Education District, by virtue of a Constable's Deed recorded as Document No. 2009041706 of the Official Public Records, Williamson County, Texas; and

Whereas, the Property has been tax exempt since 2009; and

Whereas, it is in the best interest of the Taxing Units that the Property be resold in an efficient manner which will maximize the amount realized from the sale of this tract and return the Property to a taxable status; and

Whereas, Taerim Lee, 512 W. Martin Luther King, Jr. Blvd. #200, Austin, Texas 78701 has offered to purchase the Property for \$3,200.00, which amount is greater than the market value specified in the judgment of foreclosure, and

Whereas, Section 34.05 of the Texas Tax Code provides for the private sale of property acquired by a taxing unit;

WHEREFORE, BE IT RESOLVED that The County of Williamson, Texas accepts the offer to purchase the Property for \$3,200.00 and shall resell all of the interest of the Taxing Units in the Property described below to Taerim Lee, 512 W. Martin Luther King, Jr. Blvd. #200, Austin, Texas 78701.

Property to be sold:

0.14 Acre, being Lot 5, Block 6, Baker Addition to the City of Taylor, Williamson County, Texas being that property more particularly described in Plat Cabinet A, Slide #176 of the Plat Records, Williamson County, Texas and Document #2009041706 of the Official Public Records, Williamson County, Texas (Tax Account #R014293)

BE IT FURTHER RESOLVED that the County Judge of The County of Williamson, Texas, on the _____ day of _____, 2019 is authorized to execute a Deed Without Warranty conveying the property sold pursuant to this Resolution.

THIS RESOLUTION WAS ADOPTED this _____ day of _____, 2019 by the Commissioners Court of Williamson County, Texas

Bill Gravell, Jr.
County Judge of The County of Williamson, Texas

Attested: County Clerk

Commissioners Court - Regular Session**15.****Meeting Date:** 10/22/2019

Wilco Sun Newspaper Stand Agreement – Second Amendment

Submitted For: Randy Barker**Submitted By:** Johnny Grimaldo, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action regarding approval of a Second Amendment to the License & Use Agreement with the Williamson County Sun for a newspaper rack at the Justice Center.

Background

This is the second amendment to the standard license agreement with the Williamson County Sun for a newspaper rack at the Justice Center and donation of proceeds to Employee Fund pursuant to Tex Loc. Gov't Code § 81.032. This will extend the term of the agreement for an additional 5 (five) years until September 30, 2024. Funding: This is a revenue generating account.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[Wilco Sun agreement](#)[Second Amendment](#)

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Johnny Grimaldo
Final Approval Date: 10/17/2019

Reviewed By

Randy Barker
Andrea Schiele
Kerstin Hancock
Andrea Schiele

Date

10/17/2019 09:48 AM
10/17/2019 10:38 AM
10/17/2019 10:43 AM
10/17/2019 10:49 AM
Started On: 10/16/2019 01:26 PM

LICENSE & USE AGREEMENT

(Williamson County Sun Newspaper Rack at Justice Center)

This License & Use Agreement (the "Agreement") is made between Williamson County, Texas, a political subdivision of the State of Texas ("COUNTY") and the party named as user on the execution page of this Agreement ("USER").

RECITALS

WHEREAS, COUNTY owns and has the right to use the area or real property described in Exhibit A; and

WHEREAS, USER desires to use the area or real property described in Exhibit A for his own purposes.

AGREEMENT

NOW THEREFORE, and in consideration of the following promises, covenants, and conditions, the COUNTY and USER (the "Parties") agree as follows:

1. USE:

In exchange for the fee described on Exhibit A hereto (the "License Fee"), the COUNTY does hereby grant, subject to the terms and provisions hereof, to USER permission to use the area specified in Exhibit A (the "Authorized Area"), for the use described in Exhibit A hereto, and no other purpose (the "Permitted Use").

2. CANCELLATION:

USER's cancellation or failure to occupy the Authorized Area, as set forth herein, will result in the forfeiting of the License Fee. Furthermore, in the event USER fails to utilize the Authorized Area reserved herein on the date and at the time specified and for the use specified, COUNTY shall have the right to elect, in its sole and absolute discretion, in addition to any other remedy available at law or in equity, to terminate this Agreement.

3. **SERVICES AND AMENITIES:**

No services or amenities are contemplated by this agreement.

4. **INTERRUPTION OR TERMINATION OF PERMITTED USE**

COUNTY shall retain the rights to cause the interruption of any Permitted Use in the interest of public safety, and to likewise cause the termination of such Permitted Use when, in the sole judgment of COUNTY, such act is necessary in the interests of public safety.

5. **ASSUMPTION OF RISK:**

USER, in using the Authorized Area and other facilities of the Authorized Area and equipment therein, if any, whether such equipment is specifically described or not, does so at its own risk. COUNTY shall not be liable for any damages to property or damages arising from personal injuries sustained by USER or any of its agents, contractors, employees, patrons, performers or guests, in, on or about the Authorized Area, or of any other portion of the Authorized Area, including buildings, parking area walkways of the Authorized Area, unless such damage or injury is caused by the COUNTY's negligence or willful misconduct. USER assumes full responsibility for any property damage or injury which may occur to USER, its agents, contractors, employees, patrons, performers or guests in, on or about the Authorized Area or other portion of the Authorized Area, unless such damage or injury is caused by the COUNTY's negligence or willful misconduct.

6. **INDEMNIFICATION:**

USER shall conduct its activities upon the Authorized Area so as not to endanger any person thereon and USER agrees to indemnify, defend, and hold harmless COUNTY and its respective officials, officers, agents, employees and representatives (collectively, the "Indemnified Persons") from and against any and all liability, losses, claims, demands, fines, penalties, costs and expenses (including, without limitation, attorneys' fees and litigation expenses) to which any of the Indemnified Persons may become subject by reason of, or in any way related to, (i) the use of the Authorized Area by USER or its agents, contractors, employees, patrons, performers or guests or breaches of applicable codes, laws, rules and regulations by the USER or its agents, contractors, employees, patrons, performers or guests, (ii) any action, omission or negligence, whether in

whole or in part, of the USER or its agents, contractors, employees, patrons, performers or guests.

The Indemnified Persons shall not be liable or responsible for, and the USER hereby releases and forever discharges the Indemnified Persons from, any loss, damage or injury to any person or property of USER or its agents, contractors, employees, patrons, performers or guests in, on or around the Authorized Area or other portion of the Authorized Area resulting from any cause whatsoever, including but not limited to theft and vandalism. In no event shall any Indemnified Persons be liable to USER or its agents, contractors, employees, patrons, performers or guests for any consequential, special, exemplary or punitive damages suffered or incurred by USER or its agents, contractors, employees, patrons, performers or guests as a result of the actions or omissions of any Indemnified Person.

7. STATUTES/PERMITS:

USER hereby acknowledges that COUNTY requires compliance of all Federal, State and local statutes and regulations as they may pertain to any and all activities conducted in, on or around the Property.

8. NON-DISCRIMINATION:

The USER shall not discriminate against any person or persons in connection with admission, services, or privileges offered to or enjoyed by the general public because of race, creed, ancestry, sexual orientation, disability, color, sex, marital status, age, religion or national origin.

9. LEGAL RECOURSE:

In the event the USER violates any of the terms or conditions of this Agreement after notice and a reasonable opportunity to cure, COUNTY shall have, in addition to any other legal recourse, the right to terminate this and obtain possession of the entire Property, and to remove and exclude the USER there from, with notice to the USER.

10. COMPLIANCE WITH LAW:

USER, at its sole cost and expense, shall comply and secure compliance with requirements, including, but not limited to, wage and hour guidelines, and shall faithfully observe and secure observance in the use of the Authorized Area of all

municipal ordinances and State and Federal Statutes now in force or which may hereafter be in force.

11. NO SUBLETTING AND ASSIGNMENT:

USER shall not sublet, nor assign, pledge, hypothecate or mortgage this Agreement or any of its rights hereunder, without the prior written consent of the COUNTY.

12. FORCE MAJEURE:

In the event that either party should be delayed, prevented or rendered impractical by any of the following events: fire, flood, riot, earthquake, civil commotion, strike, lockout, labor disturbances, explosions, sabotage, accident, war, other casualty, act of God, or any law ordinance, rule of regulation which becomes effective after the date of this Agreement or any other cause beyond the reasonable control of either party, then the respective party shall not be liable to perform.

13. CANCELLATION BY COUNTY:

This Agreement may be canceled without liability to COUNTY, under any of the following conditions: (a) if the USER is found to have provided false or misleading information to COUNTY, (b) if COUNTY finds that the use or proposed use will be detrimental to the health, safety or morals of COUNTY or to the efficient operation of the Authorized Area for the public welfare, (c) should any individual or group (members or guests) willfully or negligently mistreat or damage the equipment or Authorized Area or violate any of the policies, rules, regulations, terms and conditions established for use of the Authorized Area, (d) for failure to notify COUNTY of cancellation of any date or dates covered by the Agreement, (e) if USER defaults on any or has not completed all conditions and requirements for use of Authorized Area within twenty (20) days prior to USER's use of the Authorized Area, (f) in case the Authorized Area or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence, including strikes, labor disputes, wars or acts of military authorities, shall render the fulfillment of the contract difficult or impossible to perform, (g) if the Authorized Area is needed for public necessity or emergency use as determined by COUNTY or (h) upon thirty (30) days' written notice to USER

14. GOVERNING LAW, VENUE:

Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

15. BINDING EFFECT, ASSIGNABILITY:

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

16. SEVERABILITY:

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

17. INDEMNIFICATION BY COUNTY:

USER acknowledges and agrees that under the Constitution and the laws of the State of Texas, COUNTY cannot enter into an agreement whereby COUNTY agrees to indemnify or hold harmless any other party, including but not limited to USER.

18. NOTICE:

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

USER: As set forth on below USER's execution herein below

COUNTY: Williamson County Judge
Dan A. Gattis (or successor)
710 Main St.
Georgetown, Texas 78626

19. ENTIRETY OF AGREEMENT:

This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

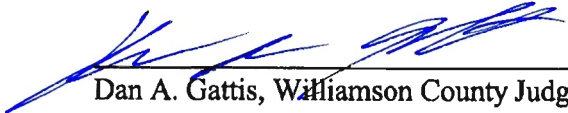
20. RETURN OF AGREEMENT

USER's Executed Agreement must be returned to the office of the Williamson County Judge at least twenty (20) days prior to the date that USER's intends to use of the Authorized Area, accompanied by payment of all fees and other conditions then due or this Agreement will be deemed null and void.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

AS ACCEPTED AND EXECUTED:

COUNTY:



Dan A. Gattis, Williamson County Judge

DATED 04-20, 2015

USER:

The Williamson County Sun, Inc.

Company / Organization

Authorized Signer: _____

Dawn Steele

Printed Name: _____

Dawn Steele

Representative Capacity: _____

Circulation Manager

DATED _____

April 2, 2015

Contact Person: _____

Dawn Steele (512 930-4824)

Address: _____

707 S. Main Street

Georgetown, TX 78626

Phone No.: _____

512.930.4824

EXHIBIT A

DESCRIPTION AND GENERAL TERMS OF AUTHORIZED AREA

The COUNTY does hereby grant, subject to the terms and provisions hereof, to USER, permission to use the following specified area(s), ingress and egress thereto via corridors and public areas devoted to ingress and egress, (the "Authorized Area"), for the following use and no other purpose (the "Permitted Use"):

Date(s): From - _____, 2015
To – September 30, 2019 (4 year initial term)

Hours: 12:00 a.m. to 12:00 p.m.

Permitted Use (Description of Use): Newspaper rack at the Justice Center (405 Martin Luther King) on the sidewalk between the mailbox and FedEx box. The rack will be new and well maintained. The Sun will place papers in the rack on Tuesday's and Friday's after 5pm and The Sun will collect all proceeds, which will be submitted to Williamson County for the benefit of the Employee's Fund.

Authorized Area (Location): Justice Center (405 Martin Luther King) on the sidewalk between the mailbox and FedEx box.

License Fee: Collected proceeds will be donated and designated by the Commissioners Court for the benefit of the Wilco Employee's Fund.

Payment: Proceeds will be submitted by check made payable to "Williamson County" and may be earmarked for "Wilco Employee Fund Donation" and paid by the 10th day of each month for the previous month proceeds. Payments shall be sent to:

**Williamson County Auditor
Attn: Financial Director
710 S Main Street
Georgetown, TX 78626**

E-Mail Communication:

County Auditor requests that an email communication be sent to the Financial Director notating, if any, the previous month proceeds to be submitted. Such notification may be sent to MDenny@wilco.org.

SECOND AMENDMENT TO
LICENSE AND USE AGREEMENT
(Williamson County Sun Newspaper Rack at Justice Center)

THIS SECOND AMENDMENT TO THAT CERTAIN AGREEMENT LICENSE AND USE AGREEMENT, hereinafter "Second Amendment", is entered into effective as of the date of the last party's execution hereof, between **Williamson County, Texas**, a body corporate and politic under the laws of the State of Texas, hereinafter "County", and **Williamson County Sun, Inc.**, hereinafter "User."

RECITALS

WHEREAS, County and User executed that certain agreement entitled License & Use Agreement (Williamson County Sun Newspaper Rack at Justice Center) hereinafter the "Agreement", which became effective as of April 14, 2015 and thereafter amended the Agreement pursuant to a First Amendment to License and Use Agreement dated effective as of July 14, 2015;

WHEREAS, it has become necessary to amend the Agreement in order to extend the term of the Agreement;

NOW, THEREFORE, premises considered, County and User agree that the Agreement is amended as follows:

AGREEMENTS

1. County and User agreement to extend the term of the agreement for an additional five years commencing as of September 30, 2019 and continuing until September 30, 2024.
2. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Second Amendment and to perform its obligations under the Agreement; and, furthermore, the Agreement and this Second Amendment are the valid, binding and enforceable obligations of such party.
3. All other terms of the 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.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be signed by their duly authorized representatives on behalf of such party, to be effective as of the date of the last party's execution hereof.

COUNTY:

Bill Gravell, Jr., Williamson County Judge

DATED _____, 20__

USER:

The Williamson County Sun, Inc.
Company / Organization

Authorized Signer: Dawn Steele

Printed Name: Dawn Steele

Representative Capacity: Circulation Manager

DATED October 11, 2019

Contact Person: Dawn Steele

Address: 707 S. Main Street
Georgetown, TX 78626

Phone No.: 512.930.4824

Commissioners Court - Regular Session**16.****Meeting Date:** 10/22/2019

Medical billing services contract renewal 13RFP00101

Submitted For: Randy Barker**Submitted By:** Dianne West, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on the extension of Medical Billing Services contract #13RFP00101, for the same pricing, terms and conditions as the existing contract for the term of November 17, 2019 - November 16, 2020, with DM Medical Billings, LLC.

Background

This is the fifth and final extension of five (5) possible, one (1) year renewal options for this contract. The EMS department submitted a Vendor Performance Report (VPR) for this vendor stating they exceeded all contract requirements and requested renewal. This contract requirement is in the FY20 Budget under Collection Fees and Funding line item 01.0100.0540.004101. The department point of contact is Beth Jones.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

13RFP00101 Medical Billings renewal #5 with DM Medical Billings, LLC

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Dianne West
Final Approval Date: 10/17/2019

Reviewed By

Randy Barker
Andrea Schiele

Date

10/17/2019 09:47 AM
10/17/2019 09:54 AM
Started On: 10/14/2019 09:38 AM



Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Service	Department:	EMS												
Vendor Name:	DM Medical Billings, LLC														
Vendor Address:	88 S. Lakeview Drive, Building 2, Gibbsboro, NJ 08026														
Purpose/Intended Use of Product or Service (summary):															
Billing Services															
P.O./Contract Number:	13RFP00101	Effective Date:	11/17/2019												
Purchaser/Contract Specialist:	Dianne West	Expiration Date:	11/16/2020												
Requested By:	Mike Knipstein, Department Director														
Detailed description of renewal of product and/or service.															
- Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract. - Please include a completed Texas Form 1295 and a renewed Certificate of Insurance - Extend Contract for the 5th of five(5), one (1) year renewal option periods: <table style="width: 100%; margin-top: 5px;"> <tr> <td style="width: 30%;">Renewal Option Period 5</td> <td>November 17, 2019 – November 16, 2020</td> </tr> <tr> <td>Renewal Option Period 4</td> <td>November 17, 2018 – November 16, 2019</td> </tr> <tr> <td>Renewal Option Period 3</td> <td>November 17, 2017 – November 16, 2018</td> </tr> <tr> <td>Renewal Option Period 2</td> <td>November 17, 2016 – November 16, 2017</td> </tr> <tr> <td>Renewal Option Period 1</td> <td>November 17, 2015 – November 16, 2016</td> </tr> <tr> <td>Initial Contract Period</td> <td>November 17, 2012 – November 16, 2015</td> </tr> </table>				Renewal Option Period 5	November 17, 2019 – November 16, 2020	Renewal Option Period 4	November 17, 2018 – November 16, 2019	Renewal Option Period 3	November 17, 2017 – November 16, 2018	Renewal Option Period 2	November 17, 2016 – November 16, 2017	Renewal Option Period 1	November 17, 2015 – November 16, 2016	Initial Contract Period	November 17, 2012 – November 16, 2015
Renewal Option Period 5	November 17, 2019 – November 16, 2020														
Renewal Option Period 4	November 17, 2018 – November 16, 2019														
Renewal Option Period 3	November 17, 2017 – November 16, 2018														
Renewal Option Period 2	November 17, 2016 – November 16, 2017														
Renewal Option Period 1	November 17, 2015 – November 16, 2016														
Initial Contract Period	November 17, 2012 – November 16, 2015														
BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN															
Vendor <u>DM Medical Billings</u>		Williamson County, 710 Main St., Georgetown, TX 78626													
Name <u>Amy Gifford</u>		Bill Gravell													
Title <u>VP</u>		Williamson County Judge													
Signature		Signature _____													
Date <u>10-4-19</u>		Date _____													

Commissioners Court - Regular Session**17.****Meeting Date:** 10/22/2019

Microsoft Enterprise Services

Submitted For: Randy Barker**Submitted By:** Dianne West, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on authorizing the annual agreement for Microsoft Enterprise Services on DIR Contract #DIR-TSO-3781, for the term of November 1, 2019 - October 31, 2020 with Microsoft Corporation for the amount of \$69,931.

Background

Microsoft Corporation offers Microsoft Master Services through the Vendor Contract U5228634 with the State of Texas Department of Information Services, DIR Contract No. DIR-TSO-3781 fully executed and dated May 2, 2017 with a contract expiration date of May 2, 2021. This requirement is in the FY20 budget under Software Maintenance - 01.0100.0503.004505. The department point of contact is Jim Daniels.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Microsoft Enterprises Services Work Order for FY20

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Dianne West
Final Approval Date: 10/17/2019

Reviewed By

Randy Barker
Andrea Schiele

Date

10/17/2019 09:46 AM
10/17/2019 09:56 AM
Started On: 10/14/2019 09:45 AM

Microsoft Enterprise Services Work Order

(For Microsoft Internal Purposes Only)

T0001911-250436-295718

Work Order Number

(Contract# DIR-TSO-3781)

This Work Order consists of the terms and conditions below, and the provisions of the Microsoft Master Services Agreement (MSA) reference U5228634, effective as of 5/2/2017 (the "Agreement"), the provisions of the Support Services Description applicable to the Support Services identified in this Work Order, and any attachments or exhibits referenced in this Work Order, all of which are incorporated herein by this reference. In this Work Order "Customer," "you," or "your" means the undersigned customer or its affiliate and "Microsoft," "we," "us," or "our" means the undersigned Microsoft affiliate.

By signing below the parties acknowledge and agree to be bound to the terms of this Work Order, the Agreement and all other provisions incorporated in them. This Work Order is effective as of the date that Microsoft signs this Work Order. Regardless of any terms and conditions contained in a purchase order, if any, the terms of this Work Order apply.

Customer	Microsoft Affiliate
Name of Customer (please print)	Name
County Of Williamson	Microsoft Corporation
Signature	Signature <i>Gerice M. Anderson</i>
Name of person signing (please print)	Name of person signing (please print) <i>Gerice M. Anderson</i>
Title of person signing (please print)	Title of person signing (please print) <i>Director, Delivery Management</i>
Signature date	Signature date (effective date) <i>10 / 04 / 2019</i>
Name of Customer or its Affiliate that executed the Agreement (if different from Customer above)	

Customer invoice information		
Name of Customer County Of Williamson		Contact Name (Receives invoices under this Work Order) Jim Daniels
Street Address 301 Se Inner Loop Ste 104		Contact E-Mail Address jdaniels@wilco.org
City Georgetown	State/Province Texas	Phone 512-943-1485
Country United States	Postal Code 78626-8207	Fax

1. Support Services and Fees.

1.1. Term.

Microsoft Enterprise Support Services will commence on 11/1/2019 (the "Support Commencement Date") and will expire on 10/31/2020 (the "Support Expiration Date").

1.1. Description of the Services.

Please refer to the current Support Services Description ("SSD") which will be incorporated by reference and is published by Microsoft from time to time at <http://www.microsoft.com/en-us/microsoftservices/PubSec-support-services-description>. The support services you purchase under this agreement may be updated from time to time and that update will supersede any services previously listed.

Services by Support Location

TX-County Of Williamson-2019-20 US - SLG - Central 11/1/2019 - 10/31/2020		
Quantity	Service	Service Type
Included	Advanced Advisory Support Hours As-needed	Advisory Services
1 ea	Advanced Built-in Proactive Services Advanced Built-in Proactive Services - Generic	Administrative
Included	Advanced Problem Resolution Hours As-needed	Problem Resolution Support
Included	Advanced Service Delivery Management	Service Delivery Management
1 ea	Modern Service Management - Cloud Success Plan Generic	IT Service Management
Included	On-demand Assessment	On-Demand Assessment

1 ea	On-Demand Assessment - Setup and Config Service	On-Demand Assessment
Included	On-demand Education	On-Demand Education
Included	Online Support Portal	Administrative
20 ea	Reactive Enabled Contacts	Problem Resolution Support
Included	Webcasts As-Needed	Webcast

TX-County Of Williamson Add-on-2019-20 US - SLG - Central 11/1/2019 - 10/31/2020		
Quantity	Service	Service Type
146 ea	Proactive Credits	Proactive Credits
Included	Service Delivery Management Extended	Service Delivery Management

1.2. Support Services Fees.

The items listed in the table above represent the services that Customer has pre-purchased for use during the term of this Work Order, and applicable fees are shown in the table below. Microsoft Support Services are a non-refundable prepaid service. Microsoft must receive Customer purchase order or payment before Microsoft commences or continues, as applicable, provision of Microsoft Support Services. If Customer issues a purchase order, Microsoft will invoice Customer, and Customer agrees to pay Microsoft within 30 calendar days of the date of Microsoft invoice. Microsoft reserves the right to adjust Microsoft fees prior to entering into any changes to the Microsoft Support Services ordered herein.

Services Summary	Billing Date	Fee USD
TX-County Of Williamson-2019-20	11/1/2019	70,000
TX-County Of Williamson Add-on-2019-20	11/1/2019	19,293
Subtotal		89,293
Software Assurance Benefits *		(19,362)
Total Fees (excluding taxes)		69,931

Support for Microsoft Products

Microsoft will provide support for Customer's licensed, commercially released and generally available Microsoft products, and cloud services subscriptions by Customer in Appendix A.

1.3. Customer Named Contacts. Any changes to the named contacts should be submitted to Microsoft Contact.

Name of Customer Support Service Administrator Jim Daniels		
Street Address 301 SE Inner Loop Ste 104		Contact E-Mail Address jdaniels@wilco.org
City Georgetown	State/Province Texas	Phone 512-943-1485
Country United States	Postal Code 78626-8207	Fax

Use, ownership, rights, and restrictions.

1.4. Products.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions. Product availability may vary by region. "Product Terms" means the document that provides information about Microsoft Products available through volume licensing. The Product Terms document is published on the Volume Licensing Site (<http://www.microsoft.com/licensing/contracts> or successor site) and is updated from time to time.

All products and related solutions provided under this Work Order will be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product. Customer is responsible for paying any licensing fees associated with Products.

1.5. Fixes

"Fixes" means Product fixes, modifications, enhancements, or their derivatives, that Microsoft either releases generally (such as service packs), or that Microsoft provides to Customer when performing Professional Services (all support, planning, consulting and other professional services or advice, including any resulting deliverables provided to Customer under this Work Order, to address a specific issue. "Professional Services" means Product support services and Microsoft consulting services provided to Customer under this Work Order. "Professional Services" or "services" does not include Online Services, unless specifically noted.

Fixes are licensed according to the license terms applicable to the Product to which those Fixes relate. If the Fixes are not provided for a specific Product, any other use terms Microsoft provides with the Fixes will apply.

1.6. Pre-existing Work.

"Pre-existing Work" means any computer code or other written materials developed or otherwise obtained independent of this Work Order.

All rights in Pre-existing Work shall remain the sole property of the party providing the Pre-existing Work. Each party may use, reproduce and modify the other party's Pre-existing Work only as needed to perform obligations related to Professional Services.

1.7. Services Deliverables.

"Services Deliverables" means any computer code or materials, other than Products or Fixes that Microsoft leaves with Customer at the conclusion of Microsoft's performance of Professional Services. Upon payment in full for the Professional Services, Microsoft grants Customer a non-exclusive, non-transferable perpetual, fully paid-up license to reproduce, use and modify the Services Deliverable, solely in the form delivered to Customer and solely for Customer's internal business purposes, subject to the terms and conditions of this Work Order.

1.8. Affiliates' rights.

"Affiliate" means any government agency, department, office, instrumentality, division, unit or other entity of Customer's state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer; together with, as mandated by law, any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality located within Customer's state jurisdiction and geographic boundaries; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates.

Customer may sublicense the rights contained in this subsection relating to Services Deliverables to its Affiliates, but Customer's Affiliates may not sublicense these rights and Customer's Affiliates' use must be consistent with the license terms contained in this Work Order.

1.9. Restrictions on use.

Customer must not (and must not attempt to) (1) reverse engineer, decompile or disassemble any Product, Fix, or Services Deliverable, (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in this Work Order; or (3) work around any technical limitations in the Products or Services Deliverables or restrictions in Product documentation. Except as expressly permitted in this Work Order, Customer must not (1) separate and run parts of a Product on more than one device, upgrade or downgrade parts of a Product at different times, or transfer parts of a Product separately; or (2) distribute, sublicense, rent, lease, lend, or use any Product, Fix, or Services Deliverable to offer hosting services to a third party.

1.10.Reservation of rights.

All rights not expressly granted are reserved to Microsoft.

Microsoft Contact

Customer contact for questions and notices about this Work Order.

Microsoft contact name	
Mark Haider	
Phone	Contact e-mail address
(701) 2816794	Mark.Haider@microsoft.com

Appendix A

As of the Support Commencement Date, below is a list of your declared licensing enrollments and agreements for which Microsoft will provide support services as defined within this Work Order.

Customer Name	Licensing Program	Licensing Enrollment/Agreement Number
WILLIAMSON CO., TX	OPEN	95041835ZZL1704
WILLIAMSON COUNTY	Enterprise 6	59861124
WILLIAMSON COUNTY CSCD	Select Plus	7118883

Commissioners Court - Regular Session**18.****Meeting Date:** 10/22/2019

Brushy Creek P419 - Raba Kistner WA#1 Sup#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 Supplemental Work Authorization #1 under Williamson County Contract between Raba Kistner, Inc. and Williamson County dated January 8, 2019 for Material Testing & Inspection at Brushy Creek Regional Trail, P419.

Background

This supplemental is to extend the expiration date to September 30, 2020.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsWork Authorization 1.1

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 10/14/2019

Reviewed By

Andrea Schiele

Date

10/14/2019 04:26 PM

Started On: 10/14/2019 01:13 PM

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

**WILLIAMSON COUNTY PROJECT:
Construction Phase Material Testing & Inspection – Brushy Creek Regional Trail, P419**

This Supplemental Work Authorization No. 1 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated January 8, 2019 (“Contract”) and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Raba Kistner, Inc. (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. 1 dated effective January 10, 2019 (the “Work Authorization”);

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

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

AGREEMENT

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

- I. The above referenced Work Authorization termination date shall be modified to September 30, 2020. The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment “C” (must be attached).

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

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

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

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

FIRM:

By: Yvonne G. Thomas
Signature

Yvonne Garcia Thomas
Printed Name

Vice President
Title

10/11/19
Date

COUNTY:

By: _____
Signature

Bill Gravell, Jr.
Printed Name

County Judge
Title

Date

LIST OF ATTACHMENTS

Attachment C - Work Schedule

Attachment C – Work Schedule

Work shall begin immediately upon receipt of agreement between County and Raba Kistner, Inc.
Work schedules will be developed as work is assigned.

Commissioners Court - Regular Session**19.****Meeting Date:** 10/22/2019

Fleet Tire Equipment Purchase

Submitted For: Randy Barker**Submitted By:** Erica Smith, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on authorizing the purchase of Tire Equipment from Mohawk in the amount of \$50,296.85, pursuant to TXMAS Cooperative Contract #TXMAS-18-23-V05.

Background

Approval of this purchase will support the operations of Williamson County Fleet Services. The Proposal outlines the different equipment that will be purchased. Purchase Order will be accepted in place of signature on proposal. Funding for this purchase was approved in the FY2020 budget. This expenditure will be charged to 01.0882.0882.005003. Department contact is Kevin Teller.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsQuote

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Erica Smith
Final Approval Date: 10/17/2019

Reviewed By

Randy Barker
Andrea Schiele

Date

10/17/2019 09:37 AM
10/17/2019 09:41 AM
Started On: 10/10/2019 02:09 PM



EQUIPMENT PROPOSAL / SALES AGREEMENT

Prepared on 10/09/2019 by Amber Fusco

Submitted to:

WILLIAMSON CNTY FLEET
SERVICES
3151 SE INNER LOOP STE B
GEORGETOWN, TX 78626
(512) 943-3341

Quoted through:

MOHAWK RESOURCES LTD



FM02 (MSRP: \$15,165.00)

13,643.26

ForceMatch Vibration System

- For Heavy Duty applications up to 500lbs and 52" diameter
- Fits passenger car and light truck applications
- TPMS Spec Database (Sensor Type & Reset Procedures)
- SmartWeight(TM) Better Balance & Saves Excess Weight
- Integrated Power Wheel Lift - 500lb capacity
- Hammerhead TDC and BDC Laser for accurate weight placement
- ForceMatch Tire Runout Measurement for match mounting
- Wheel Runout Measurement
- Auto Double Dataset Arms
- Factory Installation and Training
- Made in USA



20-2747-1 (MSRP: \$895.00)

704.53

BullsEye collet and storage kit for LCD series and SmartWeight Pro balancers



TCR1X (MSRP: \$40,250.00)

31,684.70

Fully Automatic Tire Changer

- Simplifies Operation
- Simplifies Training
- Consistent Cycle Times
- Safe Working Position
- WalkAway (TM) adds 25% capacity
- Leverless Tool Head
- 12 - 30" Range
- Powered Press Arms
- Integrated Blast Inflator
- Touchscreen Interface
- Standard flange plate
- Onboard Training Videos & Animations



20-3155-1 (MSRP: \$4,740.00)

4,264.36

20-3155-1 provides comprehensive coverage without duplication:

- BullsEye® collet set provides comprehensive coverage for passenger car and light truck wheels
- Medium-duty centering kit handles wheels from F-250s up to 19.5" assemblies
- Heavy-duty adaptor kit covers 8-10 lug HD trucks and bus assemblies
- Factory Installation & Training
- Made in USA



Prices subject to change without notice.	Subtotal	\$50,296.85	(\$61,050.00 MSRP)
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This proposal is good through 11/08/2019

Total investment	\$50,296.85
------------------	-------------

For Purchase using Texas State Contract TXMAS-18-23V05

Contract Period: 08/01/2018 - 07/21/2020

Proposal includes delivery, installation and on-site training by a Hunter Technical Representative.

Electrical and compressed air connections to equipment are not included on this quotation.

Estimated delivery: 10-15 Business Days ARO

Any required concrete work is to be supplied by an outside contractor or the end user and is not included in this quote.

If you have any questions regarding this quote or if you would like to place an order, please contact Amber Fusco of Mohawk Resources at 800-833-2006x40, or email amberf@mohawklifts.com

This Proposal was Prepared for

Legal Name of Business

WILLIAMSON CNTY FLEET SERVICES

Billing Address

3151 SE INNER LOOP STE B

City, State Zip

GEORGETOWN, TX 78626

Main Contact

Main Phone Number

(512) 943-3341

X

Approval

Items on this Proposal

1 FM02
1 20-2747-1
1 TCR1X
1 20-3155-1

Your Local Hunter Team



Larry George
Manufacturer's Representative
Jarrell, TX 76537
(512) 567-1166
ldgeorge@peoplescom.net



Trainer, Gordon
Technical & Training Representative
Temple, TX
(254) 760-1463
gtrainer@aol.com



Wilson, Bill
Regional Manager
(806) 786-7524
bwilson@hunter.com



Amber Fusco
MOHAWK RESOURCES LTD
65 Vrooman Ave
PO BOX 110
Amsterdam, NY 12010
518-842-1431
AmberF@MohawkLifts.com

Total investment (Cash / Check)

\$50,296.85

Commissioners Court - Regular Session**20.****Meeting Date:** 10/22/2019

Williamson County Pollution Liability Insurance renewal request

Submitted For: Randy Barker**Submitted By:** Dianne West, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on authorizing the renewal of Williamson County Pollution Liability Insurance AIG Storage Tank Third Party Liability TankGuard Warranty for Policy Number PLC000168373 with Commerce and Industry Insurance Company, for the term of 12/18/19 -12/18/20 for Fleet Services.

Background

This is a recurring annual policy that is required for the underground storage tanks. Point of contact is Kevin Teller, Fleet Services Department. The funding source is 0882.0882.004416 - Other Liability Insurance and it was budgeted for FY20 with an estimated cost of \$3000. The actual amount is not known until issuance closer to term dates. The term dates for this renewal will be 12/18/19 - 12/18/20.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsWilliamson County Pollution Liability Insurance for FY20

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Dianne West
Final Approval Date: 10/17/2019

Reviewed By

Randy Barker
Andrea Schiele

Date

10/17/2019 09:43 AM
10/17/2019 09:49 AM
Started On: 10/14/2019 02:51 PM



Storage Tank Third Party Liability
TankGuard[®] Renewal Warranty

NAMED INSURED: Williamson County
INSURER: Commerce and Industry Insurance Company
POLICY NUMBER: PLC000168373
POLICY PERIOD: 12/18/19 - 12/18/20

The undersigned warrants and represents that there have been no changes to the schedule of covered tanks or locations:

THIS RENEWAL WARRANTY DOES NOT BIND THE APPLICANT TO BUY, OR THE COMPANY TO ISSUE THE INSURANCE, BUT IT IS AGREED THAT THIS FORM SHALL BE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED, AND IT WILL BE ATTACHED TO THE ORIGINAL APPLICATION AND MADE A PART OF THE POLICY. THE UNDERSIGNED APPLICANT DECLARES, WARRANTS AND REPRESENTS THAT THE STATEMENTS SET FORTH IN THIS WARRANTY ARE TRUE AND THAT NO MATERIAL FACTS HAVE BEEN SUPPRESSED OR MISSTATED. THE APPLICANT FURTHER DECLARES, WARRANTS AND REPRESENTS THAT IF THE INFORMATION SUPPLIED ON THIS WARRANTY CHANGES BETWEEN THE EXECUTION DATE OF THE WARRANTY AND THE RENEWAL POLICY EFFECTIVE DATE, THE APPLICANT WILL IMMEDIATELY NOTIFY THE COMPANY OF SUCH CHANGES, AND THE COMPANY MAY WITHDRAW OR MODIFY ANY OUTSTANDING QUOTATIONS AND/OR AUTHORIZATION TO BIND THE INSURANCE.

ALL WRITTEN STATEMENTS AND MATERIALS FURNISHED TO THE COMPANY IN CONJUNCTION WITH THE MOST RECENT LONG FORM APPLICATION AS WELL AS THE RENEWAL WARRANTY SIGNED HEREUNDER ARE INCORPORATED BY REFERENCE INTO THIS APPLICATION AND MADE A PART THEREOF.

In the event that the company issues a policy, the undersigned acting on behalf of the applicant and all proposed insureds, acknowledges that the company, in providing coverage, will have relied upon, as representations, the declarations and statements which are contained in or attached to or incorporated by reference into this warranty and which are incorporated into the policy.

If the insured would like an indication for higher limits, please indicate.

LIMITS DESIRED: (each incident/aggregate)

☒ \$1 million/\$1 million ☐ \$1 million/\$2 million ☐ \$2 million/\$2 million

☐ OTHER: _____

DEDUCTIBLE DESIRED: (each incident)

☐ \$5,000 ☒ \$10,000 ☐ \$25,000 ☐ \$50,000 ☐ \$100,000

For Deductibles above \$50,000, please include your most current audited financial statement.



Renewal Warranty Acknowledgement

APPLICANT: _____	BROKER: _____
(Signature)	(Firm)
Williamson County	10535 Boyer Boulevard, Suite 100
APPLICANT: _____	Austin, TX 78758-
(Print Name)	(Street Mailing Address)
DATE: _____	Ms. Shela Ferrell
	(Contact person)
	512-427-2487
	(Phone #, Fax #, Email Address)
	<i>Parker Chambers</i>
	(Signature of Broker or Agent)
	1575
	(License Number and State)
	742538186
	(Tax I.D. #)

Please note that if you are planning on adding either additional tanks or locations to this policy, the Company requires that we first receive a fully completed renewal application within thirty (30) days of the policy expirations expiration date. Please visit our website www.chamberagent.com to download to application.

NOTICE TO APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR, CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

**POLICYHOLDER DISCLOSURE NOTICE OF
TERRORISM RISK INSURANCE ACT (TRIA) COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING JANUARY 1, 2018; 81% BEGINNING JANUARY 1, 2019 and 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Unless you, or your insurance broker on your behalf, REJECTS in writing to the Company Terrorism Coverage under the Terrorism Risk Insurance Act as amended, you will be covered for Terrorism as defined in the Act and your prospective premium for that coverage is based upon which coverage option you choose (Coverage options setting forth limits, policy term, etc. are set forth in the attached letter of indication).

Terrorism Act Premium: \$97

_____ I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Commerce and Industry Insurance Company

Policyholder/Applicant's Signature

Return to: Chamber Insurance Agency LLC
20 Commerce Drive, 2nd Floor
Cranford, NJ 07016-3617

Policyholder/Applicant's Printed Name

Williamson County

Date

Pol#: 000168373
Quote#: 100270

121187 (01/16)
CI5974

Commissioners Court - Regular Session**21.****Meeting Date:** 10/22/2019

Exempting Purchase Replacement Water Tanks Road & Bridge

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 purchase of (2) Replacement 4000 Gallon Stainless Steel Water Tanks for the Williamson County Road and Bridge Department for the amount of \$96,500.00 and exempting the purchase from the competitive bidding requirements per Texas Local Government Code Section 262.024.(7)(D).

Background

UWT1604 and UWT1606 are currently equipped with 4000 gal. steel water tanks. These trucks are being used as front-line vehicles, hauling clean water to jobsites. In the past year, we have seen the tanks suffer from corrosion on the inside, resulting in chunks of rust and debris clogging the gravity flow system. The original vendor of these units was contacted because they can provide replacement tanks without the need of a replumb and respec and downtime will be significantly reduced. Full details are provided in the attached justification document. Department point of contact is Ron Roberts. Funding source 01.0200.0210.005003. Funding was approved in the FY20 Budget.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsJustification

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Thomas Skiles
Final Approval Date: 10/17/2019

Reviewed By

Randy Barker
Andrea Schiele

Date

10/17/2019 09:39 AM
10/17/2019 09:44 AM
Started On: 10/14/2019 09:31 AM

Randy and Blake,

RE: Replacement Tanks FY 19-20

I will be turning in a requisition for replacement water tanks shortly and wanted to give you a little background.

***Replacement 4000 gal. Stainless Steel Water Tanks. - UWT1604 and UWT1606 are currently equipped with 4000 gal. steel water tanks. These trucks are being used as front- line vehicles, hauling clean water to jobsites. When the vehicles were built and fabricated, Road and Bridge was approached by Emergency Management about rigging these trucks as tankers to assist with major fires within the County. We can dump into portable pools for fire trucks to pump out of. In the past year, we have seen the tanks suffer from corrosion on the inside, resulting in chunks of rust and debris clogging the gravity flow system. This then contaminates the pools used to fill fire vehicles, potentially damaging the pumps and apparatuses of those vehicles. The stainless tanks are designed to be mounted on a commercial truck chassis. As the current truck chassis will meet life cycle/maintenance cycle in the future, the tanks can be removed and reinstalled on a new chassis, reducing the cost of replacement.

We went back to our original vendor, Niece Equipment, for the final quotes and budget request for several reasons.

This vendor has the plans and specifications on our current tanks on file, reducing the need to re-plumb the vehicle for the existing valves and gravity bars. The downtime of each frontline unit will be reduced because the installation will be at Niece Equipment in Buda Texas. The 2nd vendor is located in Texarkana, Texas. Using Niece Equipment would reduce the need for lengthy travel for 2 employees on 3 trips. The 2nd Vendor will have to replumb and re-spec both units to fit the new tanks.

Attached are pictures of the tanks to be replaced.

Thank You for Your consideration,

Ron Roberts

Williamson County Road and Bridge

Sr. Foreman





Commissioners Court - Regular Session**22.****Meeting Date:** 10/22/2019

1809-262 renewal 1 for Asphalt Mixes

Submitted For: Randy Barker**Submitted By:** Dianne West, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on authorizing the extension of Asphalt Mixes contract 1809-262, renewal period 1, covering the term of 11/3/2019 - 11/2/2020, for the same pricing, terms and conditions as the existing contract with the primary vendor Industrial Asphalt, LLC. The secondary vendor, Texas Materials Group, f/k/a Oldcastle Materials, is a non-responsive vendor for this contract renewal.

Background

This is the first extension for this contract. The Road and Bridge department submitted a Vendor Performance Report (VPR) that reflects the primary vendor met all county requirements on this contract and requests to renew. The secondary vendor had not been utilized during the performance period and chose to be non-responsive to the contract renewal. This was approved in the FY20 budget under Asphalt Mixes, line item 01.0200.0210.003550.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments1809-262 renewal period 1 with Industrial Asphalt,LLC

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Dianne West
Final Approval Date: 10/17/2019

Reviewed By

Randy Barker
Andrea Schiele

Date

10/17/2019 09:44 AM
10/17/2019 09:58 AM
Started On: 10/14/2019 02:46 PM



Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Material	Department:	Road & Bridge
Vendor Name:	Industrial Asphalt, LLC		
Vendor Address:	9020 N Capital of TX HWY, Bldg II, Ste 250, Austin, TX 78759		
Purpose/Intended Use of Product or Service (summary):			
Asphalt Mixes			
P.O./Contract Number:	1809-262	Effective Date:	11/03/2019
Purchaser/Contract Specialist:	Dianne West	Expiration Date:	11/02/2020
Requested By:	Terron Evertson, Department Director		
Detailed description of renewal of product and/or service.			
- Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract. - PLEASE INCLUDE THE FOLLOWING: - COMPLETED TEXAS ETHICS COMMISSION FORM 1295; AND - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL. - Extend Contract for the 1st of two (2) one year renewal option periods:			
Renewal Option Period 1		November 3, 2019 – November 2, 2020	
Initial Contract Period		November 3, 2018 – November 2, 2019	
BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN			
Vendor	Industrial Asphalt, LLC	Williamson County, 710 Main St., Georgetown, TX 78626	
Name	Robert Sutton	Bill Gravell	
Title	Sales Manager	Williamson County Judge	
Signature		Signature _____	
Date	10/08/2019	Date _____	

Commissioners Court - Regular Session**23.****Meeting Date:** 10/22/2019

Belly dump, Freightliner for Road and Bridge

Submitted For: Randy Barker**Submitted By:** Kerstin Hancock, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approving purchase for one (1) 2020 CTS BDT40 Belly Dump Truck in the amount of \$34,558.00, one (1) 2020 Freightliner M2-112 chassis in the amount of \$128,956.00 and one (1) 2020 Freightliner M2-106 chassis in the amount of \$110,370.00 to include a \$400 BuyBoard fee, from Freightliner of Austin, as per BuyBoard Contract #516-16.

Background

These vehicles are being purchased for the Road and Bridge Department. Department contact: Ron Roberts, Funding Source: 01.0200.0210.005700

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[quote](#)

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Kerstin Hancock

Final Approval Date: 10/17/2019

Reviewed By

Randy Barker

Andrea Schiele

Date

10/17/2019 10:51 AM

10/17/2019 11:05 AM

Started On: 10/15/2019 12:17 PM



FREIGHTLINER OF AUSTIN

1701 Smith Rd. (Hwy. 183 So.)
Austin, Texas 78721

Bus: 512-389-0000
FAX: 512-389-2663
Wats: 1-800-395-2005

072-08
963-39

Invoice Number

Date: 09-24-2019

PURCHASING NAME

Williamson County

ADDRESS

3151 SE Inner Loop

CITY

Georgetown

TELEPHONE

512-943-3368

STATE

Tx

ZIP CODE

78626

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
2020	CTS	BDT40	Order Units	

MILEAGE:

Tx Buy Board 516-16

2020 CTS BDT40

34,558.00

Belly Dump to include metal side boards,
elec bow tarp, 22.5" tires and wheels
hubometer

Fee included

FOB Austin

Disclaimer of Warranties

Any warranties on the products sold hereby are those made by the factory. The Seller, *Freightliner of Austin*, hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and *Freightliner of Austin*, neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle.

CUSTOMER SIGNATURE

SALESMAN SIGNATURE

Tom Standard (512) 468-7270

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY. "The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale."

MILEAGE: TRADE-IN

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
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MILEAGE: TRADE-IN

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
------	------	------------	-----	---------------

		TOTAL	34,558.00
--	--	-------	-----------

PAYOFF TO:		Trade Allowance	
------------	--	-----------------	--

ADDRESS:		Trading Difference	
----------	--	--------------------	--

		Sales Tax	
--	--	-----------	--

GOOD UNTIL:		Vehicle Inventory Tax	
-------------	--	-----------------------	--

QUOTED BY:		License Fee	
------------	--	-------------	--

SHOW LEIN TO:	Body Type:	Documentary Fee	
---------------	------------	-----------------	--

ADDRESS:	License Wt.:	Federal Excise Tax	
----------	--------------	--------------------	--

	State Insp.:	TOTAL SALE PRICE	
--	--------------	------------------	--

DATED:	LIEN AMOUNT \$	License:	Payoff on Trade
--------	----------------	----------	-----------------

DRAFT FOR \$		Title:	Ext. Service Agreement
--------------	--	--------	------------------------

DRAFT THRU:		Transfer:	Less Deposit
-------------	--	-----------	--------------

ADDRESS:		Total Balance Due	34,558.00
----------	--	-------------------	-----------



17474 Judson Road
Phone (210) 657-5151

San Antonio, TX 78247
Fax (210) 657-5871

Williamson County Fleet Operations
Mr. Ron Roberts, Road & Bridge Operations
3151 SE Inner Loop, Suite B
Georgetown, TX 78626

September 16, 2019
Ron, Direct: 512.943.3352
Ron, Fax: 512.943.3335
Ron, Cell: 512.663.1139
Rroberts@wilco.org

FY 2020 BUYBOARD QUOTATION

For: Williamson County Road & Bridge Department

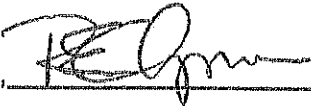
RE: TASB / BuyBoard Contract # 515-16, December 1, 2016

2019 Etnyre Manufacturer's List Price Sheet C-101-20, effective September 1, 2019

2020 Etnyre Centennial Distributor Body, 2,000 Gallon Tank	\$ 105,100.00
2 in. Dial Thermometer	\$ Std.
Power Wash Down System	\$ 600.00
Variable Spray Bar w/1 ft. Hydraulic Folding Wing, ea side [18 Ft. Total]	\$ 17,000.00
Power Bar Latch w/ Variable Bar System, Cab & Rear Controls	\$ Included
Install Standard Nozzles [P/N 3352205]	\$ Included
Series 90 H. D. Hydraulic Pump, [4.57 CID]	\$ 2,700.00
PTO off Trans, includes PTO	\$ 700.00
Two LPG Burners	\$ 10.00
Texas Railroad Commission Specs. For LPG System	\$ 900.00
Wet Storage Box w/drain plug & hinged lid	\$ 300.00
Bar circulate override switch for suckback tube	\$ 150.00
Tank Isolation Switch - On / Off	\$ 150.00
Total List Price, 2020 Etnyre Cent. Distributor Body, per above specs	\$ 127,610.00
Less: 7 % Contract Discount	- 8,932.30
2019 BuyBoard Contract Sale Amount for Etnyre Distributor Body ..	\$ 118,677.30
Factory Freight, PDI, Delivery, Training	\$ 6,550.00
Contract Sale Amount, Etnyre Distributor Body as specified above .	\$ 125,227.30
2020 Freightliner M2 Truck-Chassis w/Auto Trans- Two Spd Axle ..	\$ 73,964.00
Total Contract Sale Amount Etnyre Oil Distributor & Truck	\$ 199,191.30

Delivery - Etnyre Oil Distributor Body on Truck: Approximately 45 Days, ART
[ART(After Receipt / Truck) Truck shipped from Frtlr. Factory to Etnyre Factory]
Etnyre Distributor Std. Body Warranty: One Year - Parts & Labor
Freightliner Truck Std. Warranty: Two Year "Bumper to Bumper", Unlimited Miles
Optional Warranty: Truck Engine - 5Yr / 200,000 miles **\$ 1,700.00**
Allison Trans - 5Yr / Unlimited miles **\$ 583.00**

[Per TMV Law, Body to be Sold, Titled & Licensed by a Authorized Franchise Motor Vehicle Dealer]
Purchase Order to be Issued to: Freightliner of Austin; 1701 Smith Rd.; Austin, TX 78721
Attn: Tom Standard, tstandard@ftl1.com, Cell 512 468 7270

Respectfully Submitted,  Rick Chapman, District Manager



FREIGHTLINER OF AUSTIN

1701 Smith Rd. (Hwy. 183 So.)
Austin, Texas 78721

Bus: 512-389-0000
FAX: 512-389-2663
Wats: 1-800-395-2005

Invoice Number

Date: 09-19-2019

Williamson County

TELEPHONE

512-943-3368

ADDRESS

3151 SE Inner Loop

CITY

Georgetown

STATE

Tx

ZIP CODE

78626

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
2020	Freightliner	M2-112	Order	

MILEAGE:

Tx Buy Board # 521-16

2020 Freightliner M2-112 chassis to include

DD13, Allison 4500RDS for dump truck

Ox 12-14yd dump body w/elec tarp

124,938.00

Detroit Ext Warr 5/200

Allison 5yr warranty

4,018.00

Disclaimer of Warranties

Any warranties on the products sold hereby are those made by the factory. The Seller, Freightliner of Austin, hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and Freightliner of Austin, neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle.

CUSTOMER SIGNATURE

SALESMAN SIGNATURE

Tom Standard (512) 468-7270

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY. *The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.*

MILEAGE: TRADE-IN

YEAR MAKE MODEL/BODY VIN LICENSE PLATE

MILEAGE: TRADE-IN

YEAR MAKE MODEL/BODY VIN LICENSE PLATE

PAYOFF TO:		TOTAL	128,956.00
ADDRESS:		Trade Allowance	
		Trading Difference	
		Sales Tax	
GOOD UNTIL:		Vehicle Inventory Tax	
QUOTED BY:		License Fee	
SHOW LEIN TO:	Body Type:	Documentary Fee	
ADDRESS:	License WL:	Federal Excise Tax	
	State Insp.:	TOTAL SALE PRICE	
DATED:	LIEN AMOUNT \$	License:	Payoff on Trade
DRAFT FOR \$		Title:	Ext. Service Agreement
DRAFT THRU:		Transfer:	Less Deposit
ADDRESS:		Total Balance Due	128,956.00



FREIGHTLINER OF AUSTIN

1701 Smith Rd. (Hwy. 183 So.)
Austin, Texas 78721

Bus: 512-389-0000
FAX: 512-389-2683
Wats: 1-800-395-2005

Invoice Number

Date: 09-19-2019

PURCHASING NAME

Williamson County

TELEPHONE

512-943-3368

ADDRESS

3151 SE Inner Loop

CITY

Georgetown

STATE

Tx

ZIP CODE

78626

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
2020	Freightliner	M2-106	Order Units	

MILEAGE:

Tx Buy Board 521-16

2020 Freightliner M2-106 chassis per specs
to include Niece 2000 gal water tank w options
Revised 9-17-19

107,887.00

Extended engine and trans warranties

2,483.00

Disclaimer of Warranties

Any warranties on the products sold hereby are those made by the factory. The Seller, Freightliner of Austin, hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and Freightliner of Austin, neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle.

CUSTOMER SIGNATURE

SALESMAN SIGNATURE

Tom Standard (512) 468-7270

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY. "The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale."

MILEAGE: TRADE-IN

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
------	------	------------	-----	---------------

MILEAGE: TRADE-IN

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
------	------	------------	-----	---------------

PAYOFF TO:		TOTAL	110,370.00
ADDRESS:		Trade Allowance	
		Trading Difference	
		Sales Tax	
GOOD UNTIL:		Vehicle Inventory Tax	
QUOTED BY:		License Fee	
SHOW LEIN TO:	Body Type:	Documentary Fee	
ADDRESS:	License Wt.:	Federal Excise Tax	
	State Insp.:	TOTAL SALE PRICE	
DATED:	LIEN AMOUNT \$	License:	Payoff on Trade
DRAFT FOR \$		Title:	Ext. Service Agreement
DRAFT THRU:		Transfer:	Less Deposit
ADDRESS:		Total Balance Due	110,370.00

Commissioners Court - Regular Session**24.****Meeting Date:** 10/22/2019

RM 620 Interlocal

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 First Amendment to the Interlocal Agreement Between Williamson County and the City of Round Rock for Const Sharing Related to RM 620 Improvements Project.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsFirst Amendment to ILA

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 10/17/2019

Reviewed By

Andrea Schiele

Date

10/17/2019 11:18 AM

Started On: 10/17/2019 10:34 AM

**FIRST AMENDMENT TO THE
INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY
AND THE CITY OF ROUND ROCK FOR COST SHARING RELATED
TO RM 620 IMPROVEMENTS PROJECT**

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

This First Amendment (the "First Amendment") to the Interlocal Agreement is made and entered into between the City of Round Rock (the "City") and Williamson County (the "County") regarding cost sharing for the RM 620 Improvement Project (the "Agreement"), both being political subdivisions of the State of Texas.

WITNESSETH:

WHEREAS, the Texas Interlocal Cooperation Act, V.T.C.A., Government Code, Chapter 791, Section 791.011(a) and Section 791.11(c)(2) provides that any one or more local governments may contract with each other for the performance of governmental functions; and

WHEREAS, on November 8, 2012, the parties approved the Agreement; and

WHEREAS, the parties now desire to extend the Agreement by approving this First Amendment;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

SECTION 1

That Section 3, EFFECTIVE DATE; TERM OF AGREEMENT, is amended to extend the terms of the Agreement for an additional five (5) years after this First Amendment is approved by both parties.

SECTION 2

That all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this document to be signed, sealed and attested by their duly authorized officers.

(Rest of page left blank)

WILLIAMSON COUNTY, TEXAS

By: _____
Honorable William Gravell, Jr., County Judge

Date: _____

FOR COUNTY, ATTEST:

By: _____
Nancy Rister, County Clerk

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

Date: September 26, 2019

FOR CITY, ATTEST:

By: _____
~~Sara L. White, City Clerk~~
Meagan Spinks, Deputy City Clerk

Commissioners Court - Regular Session**25.****Meeting Date:** 10/22/2019

5 Year Exemption Review

Submitted For: Cynthia Long**Submitted By:** Kathy Pierce, Commissioner Pct. #2**Department:** Commissioner Pct. #2**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on first five-year review of the Williamson County Tax Exemption Policy and consider increasing the Over 65 Exemption and the Disabled Person Exemption by \$5,000 each, increasing the Over 65 Exemption from \$25,000 to \$30,000 and the Disabled Person Exemption from \$15,000 to \$20,000.

Background

On December 18, 2018, the Commissioners Court agreed to begin a review of the County's exemption policy every five years, beginning in 2020. The last action taken by the Commissioners Court, in accordance with Section 11.13 of the Texas Property Tax Code, froze taxes for citizens over the age of 65 by enacting an "Over 65 Exemption", also known as an Older American (OA) Exemption. The Over 65 Exemption freezes taxes for Older Americans and provides a \$25,000 exemption. The Commissioners Court also voted to enact a "Disabled Person Exemption" that also freezes taxes for disabled persons and provides a \$15,000 exemption. After review of these exemption amounts, it is proposed that the Commissioners Court increase the Over 65 Exemption from \$25,000 to \$30,000 and increase the Disabled Person Exemption from \$15,000 to \$20,000.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Kathy Pierce

Final Approval Date: 10/16/2019

Reviewed By

Andrea Schiele

Date

10/16/2019 01:19 PM

Started On: 10/01/2019 01:17 PM

Commissioners Court - Regular Session**26.****Meeting Date:** 10/22/2019

TIRZ Board and DA Appointment

Submitted For: Cynthia Long**Submitted By:** Kathy Pierce, Commissioner Pct. #2**Department:** Commissioner Pct. #2**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on reappointment of Cynthia P. Long to the Leander Tax Increment Reinvestment Zone and Development Authority (TIRZ/DA) Board of Directors for a two-year term beginning November 1, 2019 and ending on October 31, 2021.

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: Kathy Pierce

Final Approval Date: 10/16/2019

Reviewed By

Andrea Schiele

Date

10/16/2019 01:24 PM

Started On: 10/16/2019 01:11 PM

Commissioners Court - Regular Session**27.****Meeting Date:** 10/22/2019

WCAD Board Appointment

Submitted For: Cynthia Long**Submitted By:** Kathy Pierce, Commissioner Pct. #2**Department:** Commissioner Pct. #2**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a resolution nominating Jon Lux for the Williamson Central Appraisal District Board of Directors.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[Votes Available](#)[Jon Lux Bio](#)[Resolution](#)

Form Review**Inbox**

County Judge Exec Asst.

Commissioner Pct. 2 (Originator)

Commissioner Pct. 2 (Originator)

Form Started By: Kathy Pierce

Final Approval Date: 10/16/2019

Reviewed By

Andrea Schiele

Kathy Pierce

Kathy Pierce

Date

10/16/2019 02:26 PM

10/16/2019 02:35 PM

10/16/2019 03:15 PM

Started On: 10/16/2019 01:21 PM

2019
Board Election Votes

Taxing Jurisdiction	Number of Votes
City of Austin	120
City of Bartlett	0
City of Cedar Park	135
City of Coupland	0
City of Florence	0
City of Georgetown	110
City of Granger	0
City of Hutto	35
City of Jarrell	5
City of Leander	85
City of Liberty Hill	5
City of Pflugerville	0
City of Round Rock	200
City of Taylor	35
City of Thorndale	0
City of Thrall	0
City of Weir	0
Bartlett ISD	5
Burnet ISD	0
Coupland ISD	5
Florence ISD	15
Georgetown ISD	495
Granger ISD	5
Hutto ISD	185
Jarrell ISD	65
Leander ISD	805
Lexington ISD	0
Liberty Hill ISD	135
Pflugerville ISD	0
Round Rock ISD	1265
Taylor ISD	60
Thorndale ISD	0
Thrall ISD	15
Williamson Co. & FM/RD	1050
Austin Community College	160
EWC Higher Ed Center	5
Total	5000

Taxing Jurisdiction	2018 Levy	Quotient	x 1,000	Rounded	x 5
City of Austin	\$ 33,510,794.73	2.44%	24.36	24	120
City of Bartlett	\$ 172,613.43	0.01%	0.13	0	0
City of Cedar Park	\$ 37,181,050.74	2.70%	27.03	27	135
City of Coupland	\$ 49,466.67	0.00%	0.04	0	0
City of Florence	\$ 324,870.21	0.02%	0.24	0	0
City of Georgetown	\$ 30,253,924.70	2.20%	21.99	22	110
City of Granger	\$ 403,929.58	0.03%	0.29	0	0
City of Hutto	\$ 9,565,468.88	0.70%	6.95	7	35
City of Jarrell	\$ 748,840.10	0.05%	0.54	1	5
City of Leander	\$ 23,639,940.21	1.72%	17.19	17	85
City of Liberty Hill	\$ 1,302,857.55	0.09%	0.95	1	5
City of Pflugerville	\$ 78,768.53	0.01%	0.06	0	0
City of Round Rock	\$ 55,199,427.87	4.01%	40.13	40	200
City of Taylor	\$ 8,947,847.05	0.65%	6.51	7	35
City of Thorndale	\$ 473.45	0.00%	0.00	0	0
City of Thrall	\$ 255,045.37	0.02%	0.19	0	0
City of Weir	\$ 72,272.14	0.01%	0.05	0	0
Bartlett ISD	\$ 590,176.43	0.04%	0.43	1	5
Burnet ISD	\$ 147,451.00	0.01%	0.11	0	0
Coupland ISD	\$ 813,093.95	0.06%	0.59	1	5
Florence ISD	\$ 4,530,158.83	0.33%	3.29	3	15
Georgetown ISD	\$ 136,201,451.52	9.90%	99.02	99	495
Granger ISD	\$ 1,797,928.96	0.13%	1.31	1	5
Hutto ISD	\$ 50,918,750.56	3.70%	37.02	37	185
Jarrell ISD	\$ 18,360,137.17	1.33%	13.35	13	65
Leander ISD	\$ 221,534,796.98	16.11%	161.06	161	805
Lexington ISD	\$ 24,099.80	0.00%	0.02	0	0
Liberty Hill ISD	\$ 36,464,912.89	2.65%	26.51	27	135
Pflugerville ISD	\$ 174,703.12	0.01%	0.13	0	0
Round Rock ISD	\$ 347,648,980.76	25.27%	252.74	253	1265
Taylor ISD	\$ 17,027,134.79	1.24%	12.38	12	60
Thorndale ISD	\$ 199,444.37	0.01%	0.14	0	0
Thrall ISD	\$ 3,380,155.06	0.25%	2.46	3	15
Williamson Co. & FM/RD	\$ 288,645,311.79	20.98%	209.85	210	1050
Austin Community College	\$ 43,755,261.84	3.18%	31.81	32	160
EWC Higher Ed Center	\$ 1,575,535.87	0.11%	1.15	1	5
Total	\$ 1,375,497,076.90	100.00%	1000.00	1000	5000

Jon Lux Bio

Jon Lux is a proud U.S. Navy veteran with 21 years of service. After enlistment, he was awarded a Naval ROTC scholarship to the University of New Mexico, where, upon completion of his B.A. in Economics, he was commissioned as an Ensign in the U.S. Navy. He served as a Surface Warfare Officer on multiple sea tours and ashore he served on the staffs of Commander Mine War Command and Commander Mine Countermeasures Squadron Three, and served as Executive Officer Naval Station in Ingleside, TX. Jon attended the United States Navy Postgraduate School in Monterey, California, where he graduated with a Master of Science in Management. Jon was awarded numerous medals and awards during his distinguished service. After retirement from the U.S. Navy, Jon has worked in the private sector as a Division Manager, Division Chief, and Program Manager for information technology providers.

After traveling the world in his role with the Navy, Jon selected Cedar Park and Williamson County as the place of choice to live, work, play, thrive and call home for his family. He is married to Michelle and has two adult children. Upon arrival in Cedar Park, Jon immediately jumped into serving the community. He served on the Cedar Park Tourism Advisory Board, Cedar Park Planning and Zoning Commission and served four years on Cedar Park City Council.

RESOLUTION
OF
WILLIAMSON COUNTY COMMISSIONERS COURT

WHEREAS, Section 6.03 (f) of the Property Tax Code provides for the governing body of taxing units to nominate individuals for each position to be filled on the Williamson Central Appraisal District Board of Directors, and

WHEREAS, Williamson County, Texas wishes to nominate the following individual(s):

Jon Lux

NOW THEREFORE BE IT RESOLVED BY the Williamson County Commissioners Court, that Williamson County, Texas hereby nominates the individual(s) listed above for the Williamson Central Appraisal District Board of Directors.

RESOLVED this 22nd day of October 2019.

Signed: _____
Presiding Officer
Williamson County Commissioners Court

Commissioners Court - Regular Session**28.****Meeting Date:** 10/22/2019

Williamson County Park Rules and Regulations

Submitted For: Russell Fishbeck**Submitted By:** Russell Fishbeck, Parks**Department:** Parks**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action to enact Williamson County Park Rules and Regulations. House Bill 510, which became effective September 1, 2019, amended the Local Government Code to authorize Williamson County to enact park use rules, the violation of which constitutes a Class C misdemeanor.

Background

House Bill 510, which became effective September 1, 2019, amended the Local Government Code to authorize Williamson County to enact park use rules, the violation of which constitutes a Class C misdemeanor. These rules have been reviewed by the Williamson County Attorney's Office. They have also been distributed to each Justice of the Peace, Constable and the Sheriff's Department for their review and awareness. Once enacted, the rules will be posted on the Parks Department webpage.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsParks Rules and Regulations

Form Review**Inbox**

County Judge Exec Asst.

Parks (Originator)

Form Started By: Russell Fishbeck

Final Approval Date: 10/17/2019

Reviewed By

Andrea Schiele

Russell Fishbeck

Date

10/11/2019 04:52 PM

10/17/2019 09:31 AM

Started On: 10/10/2019 10:05 AM

Williamson County Parks and Recreation Department

Rules and Regulations Policy

This policy serves as a guideline to help govern the health, safety, and general welfare of persons using Williamson County parks, venues, preserves, and trails. The policy also establishes guidelines to protect the property, and the natural and cultural resources associated with the Williamson County Park system. Adherence to these guidelines will ensure the use, enjoyment, and protection of the parks, venues, preserves, and trails managed by the Williamson County Parks Department (Department) for current and future generations.

This policy applies to all properties and facilities within the Department. Existing and any future site-specific rules and regulations apply as amended. Failure to abide by these rules and regulations shall be cause for fine, removal, and/or arrest by the appropriate authorities.

Please call the Williamson County Parks & Recreation Department at (512) 943-1920 for more information.

SECTION 1 AUTHORITY

The Commissioners Court of Williamson County, Texas, acting in its capacity as the governing body of Williamson County, Texas, adopted these Rules and Regulations. These Rules and Regulations are authorized by *Chapter 320 of the Texas Local Government Code*, as amended, for public parks, venues, trails, and preserves owned, operated, or maintained by a County in the State of Texas.

SECTION 2 ADMINISTRATION

The Commissioners Court hereby designates the Department personnel to advise and inform park patrons regarding these Rules and Regulations.

Upon finding a need for public safety or welfare, or preservation of park resources, the Parks Director (Director) may impose restriction on public activity and conduct and may limit the use of any area or facility in Department parks, venues, trails, preserves, or facilities, or a portion thereof. It is an offense for a person to enter or remain in an area or participate in an activity so restricted by the Director (or designee).

Additionally, the Commissioners Court hereby designates the Williamson County Sheriff and respective deputies, and Williamson County Constables and respective deputies, and any other appropriate authorities as defined by the Code of Criminal Procedure to enforce these Rules and Regulations. With officer discretion, failure to comply with the Rules and Regulations shall be cause for fine, removal, and/or arrest. Violation of these rules and regulations constitutes a Class C misdemeanor.

An employee of the department, peace officers, and emergency personnel are exempt from these Rules and Regulations when they conflict with the discharge of his or her official duties to the extent of that conflict.

The Director by written order may waive any provision of these Rules and Regulations not governed by Penal Code or any similar pre-existing code in response to a natural disaster or other similar emergency.

SECTION 3 AREAS COVERED

Except as specifically noted, these Rules and Regulations apply to all County parks, venues, trails, and preserves located within Williamson County, Texas.

SECTION 4 DEFINITIONS

As used in these rules and regulations:

- (a) "Alcoholic Beverage" means any beverage containing more than one-half of one percent (.5%) of alcohol by volume, which is suitable for use as a beverage, either alone or diluted;
- (b) "Commissioners Court" means the Commissioners Court of Williamson County, Texas;
- (c) "County" means Williamson County, Texas;
- (d) "Department" means Williamson County Parks and Recreation Department;
- (e) "Explosives" means any chemical compound or mixture that is commonly used or intended for the purpose of producing an explosion;
- (f) "Individual" means a human being;
- (g) "Light truck" means any truck with a manufacturer's rated carrying capacity not to exceed two thousand (2,000) pounds and is intended to include those trucks commonly known as pickups, panel delivery trucks, carry-all trucks, and vans;
- (h) "Motor Vehicle" includes gasoline, diesel, electric and/or battery powered vehicles and every device in, upon, or by which any individual or property may be transported or drawn upon a road, trail, or lands under control of Williamson County except a device moved by human power;
- (i) "Music" means sound provided by band(s), D. J.(s), radio, etc.:
- (j) "Noise" means any loud, unusual, or raucous sound(s), in excess of 85 decibels;
- (k) "Park" means a park owned, operated, or maintained by Williamson County for recreation and enjoyment by the general public;
- (l) "Director" means the individual named or designated as the Director of all county owned parks, trails, preserves, and facilities by the County Commissioner's Court;
- (m) "Peace Officer" means a peace officer as defined in Tex. Code of Criminal Procedure Article 2.12, as amended;
- (n) "Person" means any individual, group of individuals, organization, corporation or other legal entity, but does not include a Williamson County employee acting in his/her capacity;
- (o) "Pet" means a domesticated animal kept for pleasure rather than utility;
- (p) "Preserve" is a protected area of importance for flora, fauna or features of geological or other special interest, which is reserved and managed for conservation and to provide special opportunities for study, research, and public use.
- (q) "Road" is any road maintained or controlled by the County for public passage for vehicles within a park;
- (r) "Special event" means a special, organized activity intended for more than fifty (50) individuals to share a common purpose as a group;
- (s) "Weapon" means a rifle, bow and arrow, club, handgun, firearm, illegal knife, shotgun, short-barrel firearm, gas gun or gas pistol, BB gun or BB pistol, pellet gun or pellet pistol, zip gun, sling or sling shot, and includes those objects defined as weapons or prohibited weapons in Chapter 46 of the Texas Penal Code, as amended; and
- (t) "Wildlife" means living things that are neither human nor domesticated.

RULES AND REGULATIONS

1.01 ADHERENCE TO PARK SIGNS

All persons shall comply with the signs and markers installed by the Department and other regulatory agencies having jurisdiction in the County.

1.02 USE OF PARK FACILITIES

It is an offense for any person to:

- A. Enter or remain within a park between the closing hour and the opening hour
 - a. except for persons authorized by the department to use a camping facility, trailer space or other facilities,
 - b. or for persons who have paid the overnight use fee.
 - c. Park Hours – The Director by written order may establish closing hours and opening hours for a park, venue, trail, preserve, or other facility or portions thereof. Closing hours or opening hours shall be posted.
 - i. Day Use Park facilities are generally available for public use from 7:30 am to 10:00 pm.
 - d. Refusal to comply with this provision is not limited to enforcement under these Rules and Regulations and in the alternative may be enforced by Texas Penal Code 30.05, as applicable.
- B. Disturb the peace and quiet of the park setting.
 - a. Quiet Hours are from 10:00 pm to 7:30 am.
 - b. To ensure quality visitor experiences, guests remaining in approved overnight facilities must refrain from participating in loud or disruptive conversation and must not play loud music or cause other amplified sounds or noise that disturbs the peace and quiet of the park setting.
 - c. Refusal to comply with this provision is not limited to enforcement under these Rules and Regulations and in the alternative may be enforced by Texas Penal Code 42.01, as applicable.
- C. Occupy or use park facilities that require fees without paying fees or to occupy facilities that have previously been reserved.
 - a. Park facilities are generally available on a first-come first-served basis except for areas that require Day Use fees, facility use fees, and / or areas/facilities previously reserved.
 - b. Persons shall not use or occupy a facility or area for which a reservation fee has been paid when such use conflicts with the use by persons holding the reservation.
 - c. Reservations shall be made in accordance with the Department's reservation policies.
 - d. Confirmation of the reservation shall be displayed upon request to County employees charged with supervision, management, or patrolling of parks.
- D. Use park facilities without paying established day use fees
 - a. Day Use Fees - Persons shall not use any park, preserve, or facility for which a Day Use fee has been established, unless each person has first paid the fee or is otherwise authorized.
 - b. Day Use permits, receipts or passes shall be displayed to park staff and Commissioned Peace Officers upon request and according to park guidelines.
- E. Enter a Preserve without successfully completing the Leave No Trace program provided by the department
 - a. The Leave No Trace program provides research, education and initiatives so every person who ventures outside can protect and enjoy our world responsibly.
 - b. The Leave No Trace program focuses on educating people—instead of costly restoration programs or access restrictions—as the most effective and least resource-intensive solution to land protection
 - c. The principles of the Leave No Trace program assist the department in management of federally protected endangered species while allowing public use at the same time.
 - d. Exceptions by written authorization

1.03 CLOSED AREA(S)

It is an offense for any person to:

- A. Enter posted/designated closed areas.
 - a. The Director or his/her designee may close parks, preserves, trails, or facilities to public entry, or otherwise may restrict use until such time the area or facility can be safely made available for public use.
 - b. Except in emergency circumstances, notice of closure shall be posted, and patrons shall not enter closed or restricted areas.
 - c. Patrons shall not enter areas closed due to flooding.
- B. Refusal to comply with this provision is not limited to enforcement under these Rules and Regulations and in the alternative may be enforced by Texas Penal Code 30.05, as applicable.

1.04 CAMPING AND OVERNIGHT USE

It is an offense for any person to:

- A. Camp at any Department park, preserve, trail, or facility, except as authorized by permit and only in areas designated or areas marked for that purpose.
 - a. Camping is defined as:
 - i. Occupying a designated camping facility.
 - ii. Erecting a tent or arranging bedding, or both, for the purpose of, or in such a manner which facilitates overnight lodging.
 - iii. Use of a trailer, camper, or other vehicle for the purpose of sleeping overnight.
- B. Exceed the established Camping Time Limit
 - a. To afford all the public a wider use of the Williamson County Parks and Recreation Department's camping facilities, continuous occupancy of camping facilities by the same person or persons in a park is limited to fourteen (14) consecutive calendar days in a thirty (30) day period.
 - b. The Department may establish an alternate time limit for continuous occupancy of a facility (or facilities) by the same person or persons in a park, or in a designated portion of a park, when necessary to achieve maximum utilization of the park, or designated portion of the park, by all the public.
 - c. When a person has used the camping facilities in a park for a period of time greater than seven (7) consecutive days and voluntarily vacates or is required to vacate the facilities, they may not use the overnight camping facilities in the same park until a 24-hour time period has elapsed between their date of departure and date of re-entry. This provision shall not prevent park staff from re-admitting the camper if adequate camping spaces are available.
- C. Under the age of 17 years of age to be in a park facility between the hours of 10 p.m. and 7:30 a.m. unless accompanied or supervised by an adult.
 - a. The ratio of adults to minors shall not be less than one adult for every seven (7) minors.

1.05 OCCUPANCY LIMITS

It is an offense to:

- A. Exceed posted maximum occupancy limits and/or check in/check out times as established for each location
 - a. The Department may establish and post maximum occupancies and check in/check out times for any park, preserve, trail, or facility.
 - b. No more than eight (8) people may occupy a campsite unless otherwise noted in park specific locations.
 - c. Vehicle limits per campsite vary by park and facility type.
 - d. Check in time for campsites is 2:00 pm. Check out time is 12:00 pm.
 - e. Persons shall not enter into or remain in an area or facility for which an occupancy limit has been established when such action will have the effect of exceeding the established occupancy limits.
 - f. Persons shall confirm site specific requirements before occupancy.

- g. The following limits are established for the Williamson County Expo Center RV Park:
 - i. Check in time is 8:00 am on arrival date
 - ii. Check out time is 8:00 pm on date of departure
 - iii. Maximum occupancy per site is six (6) people
 - iv. Overnight horse tie outs are not allowed in the RV Park

1.06 FIRES, SMOKING, FIREWOOD OR FIREWORKS

It is an offense for any person to:

- A. Light, build, or maintain a fire on any of the Department parks, preserves, trails, or facilities, except in a facility or device provided, maintained or designated for such purposes, or as authorized by the Department.
 - a. Portable camp stoves or portable barbecue grills of metal construction may be used in designated campsites or picnic areas, unless otherwise prohibited.
 - b. Campfires shall be allowed only in approved locations and under such conditions as may be prescribed by the Director or park supervisor. Campfires must be attended at all times by an adult until fully extinguished.
 - c. During periods of extreme fire hazard, the Williamson County Commissioners Court may issue burn bans for specified periods of time. During these times, and as circumstances dictate, the Director may prohibit or further restrict fires in designated areas.
- B. Cut, gather, or collect wood or other combustible material at any Department park, preserve, trail, or facility, for use as firewood or fuel, except for material designated for this purpose by the Department.
- C. Possess or use any kind of firework, except by permit, in any park, preserve, trail, or facility.

1.07 METAL DETECTORS

It is an offense for any person to:

- A. To use a metal detector in County Parks, preserves, trails, and facilities.
 - a. The Director may grant permission under special circumstances (e.g. contractors for work related activities; lost heirloom or keys, etc., utility companies searching for lines).

1.08 ALCOHOL

It is an offense for any person to:

- A. Sell, or possess with intent to sell, alcoholic beverages unless authorized in writing by the Director
- B. Possess alcoholic beverages in the following areas:
 - a. Softball fields and dugouts.
 - b. The Quarry Splash Pad.

1.09 GLASS CONTAINERS

It is an offense for any person to:

- A. Possess glass containers in Williamson County Parks and Recreation Department parks, preserves, trails, and facilities.

1.10 WEAPONS AND FIREARMS

The constitution and laws of the State of Texas, and those of the United States of America, govern the possession and use of Weapons within a park, venue, trail, or preserve.

1.11 ABANDONED OR UNATTENDED PROPERTY

It is an offense for any person to:

- A. Abandon a vehicle or other personal property at any park, preserve, or facility.
 - a. Abandoned property shall be removed, impounded, and sold in conformance to County policy or state laws, or as may be determined by the County.
 - b. No person shall leave a vehicle or other property unattended at any park, preserve, trail, or facility in such a manner as to create a hazardous or unsafe condition, or to be in violation of a park curfew. Such property may be removed to a safe place or impounded.

1.12 MOTOR VEHICLES (to include gasoline, diesel, electric, propane, and/or battery powered)

It is an offense for any person to:

- A. Operate a motor vehicle at any park, preserve, trail, or facility, except upon roads, driveways, parking areas, and areas designated for motor vehicles except as authorized by the Department.
 - a. Except for park staff, public safety, or emergency service personnel, no person may operate or use a motor vehicle, including a motorcycle, motorbike, all-terrain vehicle, or a motorized (including electric powered) bicycle on a trail or path not designated for use with such vehicles.

1.13 PARKING

It is an offense for any person to:

- A. Park a motor vehicle on Department park land or preserve land except in designated areas
- B. Park, store, or leave a vehicle or trailer in areas posted "restricted" or with "no parking" signs.
 - a. A vehicle or trailer that is parked in such a manner that creates a hazardous or unsafe condition may be impounded, consistent with County and State Law.

1.14 WATER, WASTEWATER, SEWAGE, AND GARBAGE

It is an offense for any person to:

- A. Deposit wastewater, sewage, or effluent from sinks, toilets, or other plumbing fixtures directly on the ground or into the water
- B. Use any water fountain, drinking fountain, pool, sprinkler, reservoir, lake or any other water body contained in the park for bathing, laundering, and washing dishes, pets, or vehicles (including trailers)
- C. Discard, deposit, or dump garbage in a park, preserve, or trail except for:
 - a. garbage generated inside the park during the course of park visitation; or
 - b. an amount of garbage consistent with what ordinarily would accumulate in a vehicle in the course of a day's travel.
- D. Dispose of garbage except in a receptacle provided for that use or as may otherwise be specifically authorized by Department personnel; or
- E. Use water provided by the Department for purposes other than drinking, washing or culinary uses.
- F. Refusal to comply with this provision is not limited to enforcement under these Rules and Regulations and in the alternative may be enforced by Texas Health and Safety Code 365.012, as applicable.

1.15 NATURAL AND CULTURAL RESOURCES

- (1) Plant life. It is an offense for any person to willfully mutilate, injure, destroy, thrash, or remove any portion of a live tree, shrub, vine, wildflower, grass, sedge, fern, moss, lichen, fungus or any other member of the plant kingdom or portion thereof, except upon written approval by the Department.
- No person shall collect or harvest dead wood or plants, or portions thereof, except upon written approval.
 - Collecting pecan nuts on the ground is allowed; thrashing pecan trees is prohibited without obtaining written permission of the Department.
 - All plant life within the boundaries of any Department park, preserve, or facility is protected.
- (2) Geological features. It is an offense for any person to willfully remove, destroy, take, tamper with, deface, or disturb any fossil, rock, earth, soil, mineral, gem, or other geological deposit except upon written approval by the Director.
- (3) Cultural resources. It is an offense for any person to willfully remove, destroy, take, tamper with, deface, disturb or otherwise adversely impact any historic or prehistoric resource, including but not limited to, buildings, structures, cultural features, rock art, or artifacts, except upon by written approval by the Director.

1.16 WILDLIFE

It is an offense for any person to:

- Harm, harass, hunt, trap or remove any animal, including mammals, fish, insects, birds, reptiles, or other living creatures from any park facility or preserve except upon written approval of the Department.
 - All wildlife within the boundaries of any Department park, preserve, trail, or facility is protected.
 - This section shall not apply where fishing is allowed, by an individual in possession of a valid Texas fishing license.

1.17 ANIMALS

It is an offense for any person who:

- Fails to keep pets or other animals under confinement or direct control.
 - Leads on leashes used to control animals shall not be more than six (6) feet long.
 - Dogs may be allowed to be without a leash if they are participating in pre-approved, commercial obedience training. Dogs may be without a leash in designated commercial obedience training areas, provided that each dog remains under immediate personal supervision and command. Please contact the Park Directors Office (512-943-1920) to ensure appropriate understanding of commercial use requirements related to dogs off their leash.
- Allows a pet or other animal to remain unattended or create a disturbance or a hazard.
- Allows a pet animal in the water area of the Quarry Splash Pad, or in designated swim areas, or within the land area adjacent to the water area of the Quarry Splash Pad or designated swim area, except for an animal trained in assisting handicapped or disabled persons
- Brings into, or allows to range at any park, preserve, trail, or facility, domestic fowl, horse, swine, sheep, goat, or other livestock except upon written approval by the Parks and Recreation Department.
- Rides, drives, leads or keeps a horse at any park, preserve, trail, or facility, except on a horseback riding trails, so designated and posted by the Department except as authorized under contract, approved reservation or permit.
- Rides a horse in a manner that is dangerous to any person or animal at any park, preserve, trail, or facility.
- Hitches a saddle horse to a tree, shrub, or structure in any manner that causes damage.
- Enters Department parks, trails, preserves, or facilities with an equine or equines, or cause the entry of an equine or equines to Department parks, trails, preserves, or facilities, unless that person has in his or her

immediate possession, for each equine in the person's custody or equine that the person allowed to enter the Department parks, trails, preserves, or facilities, a completed VS Form 10-11 (Texas Animal Health Commission) showing that the equine has tested negative to an official Equine Infectious Anemia test within the previous 12 months. The documentation required by this subsection shall be made available for inspection upon the request of any department employee acting within the scope of official duties.

- I. Except for an animal trained to assist disabled persons, pets and animals shall not be brought into designated preserves. Trained animals utilized by employees and agents of Williamson County in reasonable discharge of their duties are allowed.

1.18 TRAIL USE

Motor Vehicles (to include gasoline, diesel, electric, propane and/or battery powered)

It is an offense for any person to:

- A. Operate or use a motor vehicle, including a motorcycle, motorbike, all-terrain vehicle, or a motorized (including electric powered) bicycle on a trail or path not designated for the use with such vehicles.
 - a. Except for Park staff, public safety, and/or emergency services personnel in the normal discharge of their duties.
- B. Operate bicycles, roller blades, or any other similar vehicle or equipment at a speed:
 - a. greater than is reasonable or prudent, having due regard for the traffic and the trail conditions then existing;
 - b. that endangers the safety of persons or property.

Equestrian Trail Use

It is an offense for any person to:

- A. Participate in equestrian activities in a park or on a trail unless designated for such use.
 - a. Special permits and orientation may apply for some areas.

1.19 ASSEMBLY

It is an offense for any person to:

- A. Conduct an assembly or public demonstration without written authorization
 - a. Organizers intending to conduct assemblies or public demonstrations on park land must provide at least three (3) weeks written notice to the Department.
 - b. Assemblies or public demonstrations are permissible except where such an activity will disrupt or interfere with scheduled events or prevent or be inconsistent with the intended use of park facilities at the proposed site of assembly.

1.20 VENDING

It is an offense for any person to:

- A. Conduct the commercial sale or offer to sell any goods, wares, drinks, food or food items, or render or offer to render any service for hire, at any park, preserve, trail, or facility except as authorized by contract, or permit properly issued by the Department and/or Commissioners Court.
 - a. Persons wanting to conduct charitable solicitations must provide at least three (3) weeks written notice in advance of the activity.

- b. Charitable solicitation is permissible except where such an activity will disrupt or interfere with scheduled events or prevent or be inconsistent with the intended use of park facilities, Department mission, and/or mission of Williamson County at the proposed site of solicitation.

1.21 PERFORMING ARTISTS IN PARKS

It is an offense for a person to:

- A. Block sidewalks, trails, or in any way impede pedestrian or vehicular traffic circulation.
- B. Be within 100 feet of any existing park concessions
- C. Juggle potentially hazardous materials or items, but not limited to items such as knives or fire.
- D. Use amplified sound unless authorized.
 - a. Individuals / groups must contact the Parks Director and gain understanding of procedures and guidelines, and to obtain written approval.
 - b. Entertainers should carry a copy of the letter of approval from the Department permitting their performance art. The letter is to be available on request by any park attendant or employee charged with patrolling or supervising park use.
 - c. Individuals may set up at special events only with written permission of event organizer.

1.22 CREMATION REMAINS

No cremation remains shall be disposed of on parkland without the written consent of the Director.

1.23 UNMANNED AIRCRAFT SYSTEMS (REMOTELY PILOTED VEHICLES, DRONES, UNMANNED AIRCRAFT, ETC.)

It is an offense for a person to:

- A. Launch, land, or operate an unmanned aircraft system in (or over) County parks, preserves, and trails.
 - a. Except for park staff, public safety and / or emergency services personnel in the discharge of official duty

1.24 EFFECT ON EXISTING LAW

These Rules and Regulations are in addition to, and not in lieu of, all federal, state, and municipal laws, rules, and regulations applicable within a park, trail, or preserve.

1.25 ENFORCEMENT

The Williamson County Sheriff, the Williamson County Constables, and their respective deputies, or any other appropriate authorities as defined by the Code of Criminal Procedure, are authorized to enforce these Rules and Regulations, and shall be authorized to remove any person who violates any of these Rules and Regulations from the park. In addition to removal from the park, charges may be filed against a violator under Section 1.29.

1.26 SEVERABILITY

The provisions of these Rules and Regulations are severable. If any word, phrase, clause, sentence, section, provision, or part of these Rules and Regulations should be held invalid or unconstitutional, it shall not affect the validity of the remaining provisions, and it is hereby declared to be the intent of the Commissioners Court that these Rules and Regulations would have been adopted as to the remaining portions, regardless of the invalidity of any part.

1.27 AMENDMENTS

These Rules and Regulations may be amended at any time at the discretion of Commissioners Court.

1.28 POSTING

These Rules and Regulations shall be conspicuously posted at or near the entrance of all Department parks, trails, and preserves and on appropriate County websites.

1.29 OFFENSES

In accordance with *Chapter 320 of the Texas Local Government Code*, Section 320.0455 (a), a violation of these Rules and Regulations is an offense punishable as a Class C misdemeanor. This shall be effective September 1, 2019.

1.30 EFFECTIVE DATE

These Rules and Regulations shall become effective on XX 2019. All previously adopted rules and regulations are superseded and repealed effective the same date.

The following applies to Designated Preserve areas under Williamson County responsibility:

1.31 COUNTY PRESERVES

No person may enter preserve areas without authorization from the Williamson County Conservation Foundation or designee. No person may deposit foreign material, commit vandalism, or commit any other acts of mischief which may harm or constitute "take" of federally protected species. (Endangered Species Act of 1973 as amended.)

Adopted by the Williamson County Commissioners Court on this the _____ day of _____,
20_____.

By: _____

Bill Gravell, Jr., County Judge

Commissioners Court - Regular Session**29.****Meeting Date:** 10/22/2019

Good Neighbor Citizenship Company Grant for County Sheriff

Submitted For: Robert Chody**Submitted By:** Starla Hall, Sheriff**Department:** Sheriff**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action to authorize the Williamson County Sheriff's Office to apply for the Good Neighbor Citizenship Company Grant through the State Farm Foundation.

Background

The Sheriff's Office is seeking approval to apply for approximately \$17,000.00 through the State Farm Foundation's Good Neighbor Citizenship Company Grant to purchase an electronic highway reader board. The reader board is approximately 8 ft. wide, 4 1/2 ft. tall and will be used to notify the public of various events, such as extended road closures, major traffic delays, special events, school zones, special traffic initiatives, and general departmental information.

Staff recommends the following action: Approve the Sheriff's Office to apply for this grant and authorize appropriate County department personnel to complete documentation relevant to the implementation of the grant.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsState Farm Found Grant

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 10/17/2019

Reviewed By

Hal Hawes

Andrea Schiele

Date

10/17/2019 11:04 AM

10/17/2019 01:25 PM

Started On: 10/17/2019 08:00 AM

Grant Title/Project Name:	State Farm Foundation Good Neighbor Citizenship Company Grant
Department:	Williamson County Sheriff's Office
Requestor:	Dana Foster
Contact Email:	dfoster@wilco.org
Contact Phone Number:	512-943-1168
Start Date:	11/1/2019
End Date:	9/30/2020
Please select request category:	Asset
Describe the request category in detail to include all requirements.	Funds from this grant will be used to purchase an electronic highway reader board.
Select the type of grant your department is applying for:	Local
What is the amount of the grant?	\$17,000.00
Please provide a breakdown of the total cost above.	\$17,000.00 is for a 8 ft x 4 1/2 ft Mini Matrix Message Sign with Hydraulic Lift, including freight charges.
Is there a match requirement?	No
If yes, describe the type and source of match.	
Does the grant cover the cost of the request 100%?	Yes
If not, how much is left unpaid?	
What is the plan to obtain grants/funds for the remaining amount?	
List other similar assets in the County and/or region and if they are available for use?	Road and Bridge has a similar sign, but it is not regularly available.
How is this asset request different from any similar assets currently in the County and/or region?	The Sheriff's Office does not have ready access to similar items owned by the county.
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	This reader board would be used to notify the public of various events, such as extended road closures, major traffic delays, special events, school zones, special traffic initiatives, and general departmental information.
How often do these events occur?	Two to four times per month
Identify the number of personnel required to operate this asset and/or be available for the function where it is to be used? How much time is required of those personnel? What is the cost of the personnel?	One to two people will be needed to move the sign and set it up. The total length of time needed to set up and take down the sign will be approximately one to two hours and can be completed by employees already on duty.
Where will the asset be stored?	The sign will be stored at the Fleet/Maintenance/Impound area. No structure will need to be altered or built.
What is the useful life of the asset?	10 to 20 years
Will a replacement be requested from general funds when useful life has been exhausted?	No
Will other agencies be billed for the use of this asset (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	N/A, the Sheriff's Office will be the only agency using the sign
Does this asset require insurance coverage?	Yes
If yes, what is the estimate of asset insurance coverage?	\$82.44

Will this asset require on-going maintenance? Please describe the maintenance required along with an estimate for these costs.	The only regular maintenance required will be to verify the batteries maintain a minimum level of distilled water. The largest maintenance costs associated with the sign are replacement batteries and tires. There are four batteries that need to be replaced approximately every five years, totaling approximately \$800.00. Tires are approximately \$70.00 each and will be replaced as needed. The display module will need to be replaced after 10 years and is approximately \$200.00.
How will this asset be funded when the grant ends?	We will seek grant funds.
What is the impact if the grant is not received?	The department will continue communicating these events with residents as it currently does.
New Personnel position is:	
Where will this position office?	
Who will this position report to?	
What tasks will this position perform? Include the five primary functions and the percentage of time spent to be spent on each function.	
Will this position take over tasks from current County employee?	
If yes, please explain the impact to current employee.	
How will this position be funded when the grant ends?	
Does this position or a similar position currently exist within the department?	
If "yes" how many of these similar positions exist	
Describe any alternatives considered to achieve desired outcome in lieu of a position (i.e. equipment, software, technology or change in business practice).	
Describe how workload will be accomplished/re-allocated should grant not be approved.	
List other similar items in the County and/or region and if they available for use?	
How is this item request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	
Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	
Where will the item be stored?	
What is the useful life of the item?	
Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this item require insurance coverage?	

Will this item require any form of licensing?	
Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	
How will this item be funded when the grant ends?	
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	The only budgetary impact will be the maintenance expenses previously listed.
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	N/A
What is the cost and frequency to maintain/update the additional equipment?	N/A
What is the impact of this grant application on other internal/county departments?	Required reporting and tracking of finances traditionally needed for grants.
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	Yes
ID	30
Version	7.0
Attachments	False
Created	9/26/2019 8:36 AM
Created By	Dana Foster
Modified	10/16/2019 10:39 AM
Modified By	Dana Foster

Commissioners Court - Regular Session**30.****Meeting Date:** 10/22/2019

Texas Veterans Commission Grant

Submitted For: Cynthia Long**Submitted By:** Kathy Pierce, Commissioner Pct. #2**Department:** Commissioner Pct. #2**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on submitting grant applications to the Texas Veterans Commission for grant funding available through the Funds for Veterans Assistance.

Background

During the 79th Legislative Session, SB 1679 was enacted and the Fund for Veterans Assistance (FVA) was created. There are several funding opportunities that are available through the FVA, including the following categories of grants: General Assistance, Housing 4 Heroes, Veterans Mental Health, Veteran Treatment Courts, and Veterans County Services Officer grants. The Williamson County Veterans Treatment Court (WCVTC) has applied and received \$30K through the Veteran Treatment Courts funding stream, which is used to provide individual and couple counseling for participants in the WCVTC program. Permission is requested to submit an application to continue this funding. In addition, permission is requested to submit another grant application through the Veterans County Services Officers grant funding stream. This application will assist the Veterans Service Office with identified needs, that will not involve personnel or other areas that could have a fiscal impact on the County budget. A grant application form will be submitted to the Budget Office prior to grant submittal.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Kathy Pierce

Final Approval Date: 10/11/2019

Reviewed By

Andrea Schiele

Date

10/11/2019 09:01 AM

Started On: 10/10/2019 04:13 PM

Commissioners Court - Regular Session**31.****Meeting Date:** 10/22/2019

Emergency Management Performance Grant Award

Submitted By: Michael Shoe, Emergency Management**Department:** Emergency Management**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on the acceptance of the 2019 Emergency Management Performance Grant award, in the amount of \$77,698.46, issued by the Texas Department of Public Safety, Division of Emergency Management.

Background

The Office of Emergency Management annually applies for the Emergency Management Performance Grant through the Texas Department of Public Safety, Division of Emergency Management. The grant allows for reimbursement, up to fifty percent, of eligible emergency management related expenses.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[EMPG Award Letter](#)[EMPG Terms and Conditions](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Michael Shoe

Final Approval Date: 10/15/2019

Reviewed By

Andrea Schiele

Date

10/15/2019 04:23 PM

Started On: 10/15/2019 04:18 PM



TDEM
THE TEXAS A&M UNIVERSITY SYSTEM

October 10, 2019

Bill Gravell
Williamson County
710 S. Main Street, Ste 101
Georgetown, TX 78626-5703

Grant No.EMT-2019-EP-00005

Dear Judge Gravell:

Congratulations, on behalf of the Texas Division of Emergency Management (TDEM), your application for financial assistance submitted under the Federal Fiscal Year (FFY) 2019 Emergency Management Performance Grants (EMPG) has been approved in the amount of **\$77,698.46**. As a condition of this grant, you are required to contribute a cost match in the amount of **\$77,698.46**.

The period of performance for your FFY 2019 EMPG grant is October 1, 2018 - March 31, 2020. This period of performance reflects a 6 month PROGRAMMATIC EXTENSION ONLY to complete and close out your FFY 2019 grant year.

Before you receive any of the federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you are acknowledging and accepting the terms and conditions of your award, as well as the task requirements outlined in the FY 2019 Local Emergency Management Performance Grant (EMPG) Guide, located on line at <https://tdem.texas.gov/emergency-management-performance-grant/>. This grant award must be signed and dated below by your jurisdiction's "Authorized Official" indicated on the "Designation of EMPG Grant Officials" form (TDEM 17B) and returned within 45 days from date received to TDEM.EMPG@tdem.texas.gov. Failure to return documentation to TDEM within 45 days may result in reallocation of funds.

The 2019 Terms and Conditions are enclosed for your review. Due dates are outlined in the "EMPG Application Timeline" and can be found at <https://tdem.texas.gov/emergency-management-performance-grant/>.

If you have any questions, please contact the EMPG Unit Chief Lisa Resendez at Lisa.Resendez@tdem.texas.gov or 512-424-7511/512-574-1473 or your District Coordinator.

W. Nim Kidd, MPA, CPA
Chief-Texas Division of Emergency Management
Vice Chancellor for Disaster and Emergency Services
Texas A&M University System

Recipient Signatory Official:

Date:



Terms and Conditions

2019 Emergency Management Performance Grant (EMPG)

Purpose

The FY 2019 priority for this program is to advance “Whole Community” security and emergency management. Grant funds will be used to support local comprehensive emergency management programs to encourage improvement of mitigation, preparedness, response, and recovery capabilities for all hazards. Funding may be used to support activities that contribute to the capability to manage consequences from acts of terrorism. Funds provided may also be used to accomplish initiatives described in the Federal Program Guidelines, including local implementation of the National Incident Management System (NIMS), incorporation of appropriate references to the National Response Framework (NRF) into local plans, homeland security assessment and strategy integration, and assessment of local emergency management programs

Grant Conditions

Identify the source of funding under which this award is funded and reference the government code. The federal grant terms and conditions are located at: <http://www.fema.gov/media-library/assets/documents/92248>

Grant Acceptance

Notice of Subrecipient Grant Award remains an offer until the signed copy of the Acceptance of Subrecipient Grant Award is received by the Texas Division of Emergency Management (TDEM) in accordance with the instructions provided in the transmittal letter.

Task Requirements

The approved FY 2019 Statement of Work and Progress Report template outlines eight tasks that the grantee must perform during the grant period. The following additional tasks are also required of Subrecipients:

- a. Implement (NIMS) at the local level.
- b. Incorporate pertinent information concerning National Response Framework into the local or inter-jurisdictional emergency management plan and its annexes.
- c. Subrecipients must have a tracking system of record to organize and coordinate resources in response to incidents.

- d. During the performance period of this grant, Subrecipient must maintain an emergency management plan at the Advanced Level of planning preparedness or higher, as prescribed by the TDEM. This may be accomplished by jurisdictions maintaining their own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If TDEM identifies deficiencies in the Sub-recipient's plan, Sub-recipient's will correct deficiencies within sixty (60) days of receiving notice of such deficiencies from TDEM.
- e. Sub-recipient's must maintain an updated inventory of equipment purchased through this grant program in accordance 2 C.F.R. 200 Requirements, Reports, Records, Retention, and Enforcement, Equipment and the Department of Homeland Security (DHS).
- f. The Subrecipient agrees that any equipment purchased with funds through this grant program shall be prominently marked as follows: "*Purchased with funds provided by the U.S. Department of Homeland Security.*" Exceptions to this requirement are limited to items where placing of the marking is not possible due to the nature of the equipment.

Grant Funding

The amount of this grant may be less than the amount requested in your Application for Federal Assistance due to limits on federal funding for the EMPG program. However, EMPG grant recipients should report eligible expenses in quarterly financial reports. Any excess match reported, will be used for TDEM match purposes and becomes 100% federalized, therefore cannot be used for any other grant match purposes within your jurisdiction.

Financial and Administrative Requirements

In Accordance with 2 C.F.R. Part 200 Subpart F—Audit Requirements, Subrecipient agrees to comply with the applicable financial and administrative requirements set forth in the Office of Justice Programs (OJP) Financial Guide.

- a. All emergency management program costs for which the Subrecipient seeks reimbursement must be eligible in accordance with 2 CFR Part 200 as it applies to awards of Federal financial assistance to all "non-federal entities"
- b. Subrecipient will comply with the organizational audit requirements of super circular 2A CFR 200 Audits of States, Local Governments, and Non-Profit Organizations.
- c. When implementing Federal Emergency Management Agency (FEMA) National Preparedness Directorate funded activities; the Subrecipient must comply with all federal civil rights laws, to include Title VI of the Civil Rights Act, as amended. The Subrecipient is required to take reasonable steps to ensure persons of limited English proficiency have meaningful access to language assistance services regarding the development of proposals and budgets and conducting FEMA funded activities.
- d. Subrecipient will assist the awarding agency (if necessary) in assuring compliance with the National Historic Preservation Act of 1966 Section 106 (16 U.S.C. § 470), Ex. Order

11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321). (Federal Assurance).

- e. Subrecipient agrees to make no request for reimbursement for goods or services procured by the Subrecipient either prior to the start of the period of performance stated in this award document or after the end of the period of performance.

Notwithstanding any other provisions of this document, the parties understand and agree that the obligations of TDEM under this Agreement are contingent upon the availability of adequate funds to meet TDEM's liabilities. TDEM shall not be liable to the Subrecipient for costs under this agreement that exceed the amount specified in the Notice of Subrecipient Grant Award.

- f. Single Audit Act Requirements: For sub-recipients expending \$750,000 or more in federal annually, the Applicant will cause to be performed the required financials and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

Reporting Requirements

Subrecipient agrees to comply with all reporting requirements and shall provide such information as required by TDEM. Reporting requirements can be found in the *2019 Local Emergency Management Performance Grant (EMPG) Guide*. Sub-recipients may be required to submit additional information and data requested by TDEM and after the end of the period of performance in order to close out the grant. A copy of the *2019 Local Emergency Management Performance Grant (EMPG) Guide* can be downloaded from the TDEM website at: http://tdem.wpengine.com/?page_id=232. Sub recipient must prepare and submit Semi-Annual Progress Reports to TDEM for the duration of the grant performance period or until all grant activities are completed and the grant is formally closed. The first performance-reporting period is October 1 to March 31 (progress report due April 15) and the second reporting period is April 1 to September 30 (progress report due October 15). Subrecipient may also be required to submit additional information and data as requested by TDEM.

Review of Work and Expenditures

TDEM may review the work of the Subrecipient with respect to approved program tasks and expenditures for which reimbursement are requested to ensure the federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of this contract or grant agreement and that performance goals are achieved. These reviews may include, without limitation: comparing actual Subrecipient activities to those approved in the sub-award application and subsequent modifications if any; ensuring that grant funds have been expended in accordance with applicable guidelines; confirming compliance with grant assurances, and verifying information provided on performance reports and payment requests. **Local EMPG grant funds cannot be matched with any other federal funds.**

Lobbying

As required by Section 1352, Title 31 of the U.S. Code, for persons entering into a contract, grant, loan or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Subrecipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

Debarment, Suspension, and other Responsibility Matters

As required by Executive Order 12549, and 12689 and 2 C.F.R 200.213 and codified in the 2 C.F. R. Part 180, Debarment and Suspension, the applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The applicant certifies that it and its principles, sub grantees, recipients or sub recipients:

The Subrecipient certifies that it and its principals and vendors:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency; Subrecipients can access debarment information by going to www.epls.gov.
- b) Have not, within a three-year period preceding this application, 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 (Federal, State, or local) 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 (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

- d) Have not, within a three-year period preceding this application, had one or more public transactions (Federal, State, or local) terminated for cause or default.
- e) Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application (Federal Certification).

Monitoring

- a. Subrecipient will provide TDEM, State Auditor, DHS personnel or their authorized representative, access to and the right to examine all paper or electronic records related to financial assistance.
- b. Subrecipient agrees to monitor their program to ensure that federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of contracts or grant agreements and that the performance goals are achieved.

TDEM may perform periodic reviews or sampling of Subrecipient performance of eligible activities and approved projects. These reviews/sampling may include, without limitation: performance of an on-site audit and compliance monitoring, including inspection of all grant-related records and items, comparing actual.

Subrecipient activities to those approved in the sub-award application and subsequent modifications if any, ensuring that advances have been disbursed in accordance with applicable guidelines, confirming compliance with grant assurances, verifying information provided in performance reports and reviewing payment requests, needs and threat assessments and strategies.

- c. Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA National Preparedness Directorate.
- d. The Subrecipient official certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- e. All financial expenditures and excess match will be verified and validated by TDEM and will become federalized funds, and utilized by the Texas Division of Emergency Management as match. Once these funds are utilized by the TDEM EMPG grant program, your agency can no longer utilize them within for any other federal grant match for the term of the grant performance year.

Reimbursement for Expenses

Reimbursement for expenses incurred during the second and fourth quarter of Fiscal Year 2019 will not be disbursed until TDEM receives the first and second semi-annual EMPG Progress Reports, which are due on April 15, and October 15, respectively.

1. Choice of Law: This agreement shall be construed and governed by Texas law.
2. Changes to the Law: TDEM is a state agency whose authority and appropriations are subject to the actions of the Texas Legislature and the United States Congress. If TDEM and/or the subject matter of this contract become subject to a legislative or regulatory change, revocation of statutory or regulatory authority, or lack of funds that would render the services and/or goods and/or payment to be provided under this agreement impossible, unnecessary, void, or substantially amended, TDEM may terminate this agreement without penalty to, or any liability whatsoever on the part of, TDEM, the State of Texas, or the United States. This contract does not grant vendor a franchise or any other vested property right.
3. Written Modification: No modification or amendment to this Agreement shall become valid unless in writing and signed by both parties.
4. To the extent it applies, Subrecipient shall comply with Texas Government Code, Chapter 783, 1 Texas Administrative Code (TAC) §§ 5.141 *et seq.*, and the Uniform Grant Management Standards, State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart B, §_14.
5. To the extent it applies, Subrecipient shall comply with the General Appropriations Act, 80th Legislature, Article IX, Part 17.
6. TDEM may suspend or terminate sub-recipient funding, in whole or in part, or other measures may be imposed for any of the following reasons: failing to comply with the requirements or statutory objectives of federal law, failing to make satisfactory progress toward the goals or objectives set forth in the sub-award application, failing to follow grant agreement requirements or special conditions, failing to submit required reports, or filing a false certification or other report or documentation. Satisfactory progress is defined as accomplishing the following during the performance period of the grant: requesting federal funds for purchases, training, etc. and deciding what purchases will be made, ordering the equipment, ensuring the equipment is shipped and received, and training is accomplished with the equipment (or readied for deployment). All of the aforementioned tasks must be accomplished in a timely manner. **Special Conditions may be imposed on Subrecipient's use of grant funds until problems identified during grant monitoring visits conducted by TDEM audit and compliance personnel are resolved.**

Commissioners Court - Regular Session**32.****Meeting Date:** 10/22/2019

Homeland Security Grant Award HazMat Monitor Maintenance

Submitted By: Michael Shoe, Emergency Management**Department:** Emergency Management**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on the approval and acceptance of FY19 Homeland Security Grant funds in the amount of \$20,658.73. The project is for the purchase of an Annual HazMat Monitor Maintenance Service for the Hazardous Materials Response Team.

Background

This funding will be used to obtain an annual monitor maintenance contract for grant funded hazmat monitors to ensure equipment operability during response and to sustain the overall life of the equipment.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[Congratulatory Letter](#)[Statement Of Grant Award](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Michael Shoe

Final Approval Date: 10/16/2019

Reviewed By

Andrea Schiele

Date

10/16/2019 10:53 AM

Started On: 10/15/2019 04:23 PM



GOVERNOR GREG ABBOTT

Dear Grantee:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at <https://eGrants.gov.texas.gov> and go to the 'My Home' tab. In the 'Pending Applications' section, locate the application with a 'Current Status' of "Pending AO Acceptance of Award". Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button. Grants must be accepted within 45 calendar days of the date the award was issued.

Be sure to review the Grantee Conditions and Responsibilities Memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer HSGD grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the Statement of Grant Award or you may always contact our office via the eGrants Help Desk at eGrants@gov.texas.gov.

We look forward to working with you to ensure the success of your program

Nancy N Carrales

Nancy N. Carrales
Executive Director
Homeland Security Grants Division

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	2957205	Award Amount:	\$20,658.73
Date Awarded:	10/10/2019	Grantee Cash Match:	\$0.00
Grant Period:	01/01/2020 - 12/31/2020	Grantee In Kind Match:	\$0.00
Liquidation Date:	03/31/2021	Total Project Cost:	\$20,658.73
Program Fund:	HS-Homeland Security Grant Program (HSGP)		
Grantee Name:	Williamson County		
Project Title:	Williamson County Hazmat Monitor Maintenance		
Grant Manager:	Noah Gilliam		
DUNS Number:	076930049		

CFDA:	97.067 - Homeland Security Grant Program (HSGP)
Federal Awarding Agency:	U.S. Department of Homeland Security, Federal Emergency Management Agency
Federal Award Date:	8/28/2019
Federal/State Award ID Number:	EMW-2019-SS-00034-S01
Total Federal Award/State Funds	\$98,436,639.00
Appropriated:	
Pass Thru Entity Name:	Texas Office of the Governor – Homeland Security Grants Division (HSGD)

Is the Award R&D: No

Federal/State Award

Description:

The purpose of the HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 31 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

Commissioners Court - Regular Session**33.****Meeting Date:** 10/22/2019

Homeland Security Grant Award HazMat Detection

Submitted By: Michael Shoe, Emergency Management**Department:** Emergency Management**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on the approval and acceptance of FY19 Homeland Security Grant funds in the amount of \$30,776.80. The project is for the purchase of HazMat equipment at the end of life and no longer supported by the manufacturer.

Background

This funding will be used to replace current equipment at the end of life and no longer supported by the manufacturer. This equipment is a primary component to all hazardous materials responses.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[Congratulatory Letter](#)[Statement Of Grant Award](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Michael Shoe

Final Approval Date: 10/16/2019

Reviewed By

Andrea Schiele

Date

10/16/2019 11:04 AM

Started On: 10/15/2019 04:26 PM



GOVERNOR GREG ABBOTT

Dear Grantee:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at <https://eGrants.gov.texas.gov> and go to the 'My Home' tab. In the 'Pending Applications' section, locate the application with a 'Current Status' of "Pending AO Acceptance of Award". Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button. Grants must be accepted within 45 calendar days of the date the award was issued.

Be sure to review the Grantee Conditions and Responsibilities Memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer HSGD grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the Statement of Grant Award or you may always contact our office via the eGrants Help Desk at eGrants@gov.texas.gov.

We look forward to working with you to ensure the success of your program

Nancy N Carrales

Nancy N. Carrales
Executive Director
Homeland Security Grants Division

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	3775901	Award Amount:	\$30,776.80
Date Awarded:	10/10/2019	Grantee Cash Match:	\$0.00
Grant Period:	11/01/2019 - 08/31/2020	Grantee In Kind Match:	\$0.00
Liquidation Date:	11/29/2020	Total Project Cost:	\$30,776.80
Program Fund:	HS-Homeland Security Grant Program (HSGP)		
Grantee Name:	Williamson County		
Project Title:	Radiological Detection Sustainment Project		
Grant Manager:	Noah Gilliam		
DUNS Number:	076930049		

CFDA:	97.067 - Homeland Security Grant Program (HSGP)
Federal Awarding Agency:	U.S. Department of Homeland Security, Federal Emergency Management Agency
Federal Award Date:	8/28/2019
Federal/State Award ID Number:	EMW-2019-SS-00034-S01
Total Federal Award/State Funds	\$98,436,639.00
Appropriated:	
Pass Thru Entity Name:	Texas Office of the Governor – Homeland Security Grants Division (HSGD)

Is the Award R&D: No

Federal/State Award

Description:

The purpose of the HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 31 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

Commissioners Court - Regular Session**34.****Meeting Date:** 10/22/2019

Budget Amendment

Submitted By: Ashlie Koenig, Budget Office**Department:** Budget Office**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 acknowledging additional expenditures for the Sheriff's Department.

Background

On 5/10/19 a purchase order was issued to Motorola in the amount of \$17,485.93 for an upgrade to 11 radios. The upgrade was not received until 10/15/19. Motorola was contacted prior to this date to follow up on the status of an invoice. When Motorola checked into it, it was discovered the items had been ready for some time but were never shipped.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100-0560-003003	SO/Radio Equipment	\$17,485.93

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 10/17/2019

Reviewed By

Andrea Schiele

Date

10/17/2019 08:44 AM

Started On: 10/17/2019 08:01 AM

Commissioners Court - Regular Session**35.****Meeting Date:** 10/22/2019

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: 09/18/2019

Reviewed By

Andrea Schiele

Date

09/18/2019 03:27 PM

Started On: 09/18/2019 12:18 PM

Commissioners Court - Regular Session**36.****Meeting Date:** 10/22/2019

SE Loop Contract

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a real estate contract with Tina and Brian Miller for right of way needed for the SE Loop project (Parcel 12). Funding Source: Road Bonds P463

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsMiller Contract

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 10/17/2019

Reviewed By

Andrea Schiele

Date

10/17/2019 10:48 AM

Started On: 10/17/2019 10:31 AM

REAL ESTATE CONTRACT

Corridor SE Loop

THIS REAL ESTATE CONTRACT ("Contract") is made by and between TINA REGALDO MILLER and BRIAN MILLER (referred to in this Contract as "Seller", whether one or more) and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

Lot 32, Block B, Lakeside Estates Section Two, a subdivision in Williamson County, Texas, according to the map or plat recorded in Cabinet T, Slide 19, of the Plat Records of Williamson County Texas, and as further described in that Special Warranty Deed with Vendor's Lien to Tina Regaldo Miller and husband, Brian Miller, recorded as Document No. 2001081115, Official Records of Williamson County, Texas;

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property", and any improvements and fixtures situated on and attached to the Property described, or bisected by the acquisition and not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property shall be the sum of THREE HUNDRED FIFTEEN THOUSAND and 00/100 Dollars (\$315,000.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

ARTICLE III PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

- (a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;
- (b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

4.02. By execution of this Contract Seller confirms and acknowledges that although all or portions of the Property being conveyed has been identified as potential future right of way on the Williamson County Corridor Plan, this purchase and sale is voluntary on the part of Seller, is being made in advance of any formally approved program or project, and is NOT being made with the intent or under the threat of condemnation or involuntary displacement by Purchaser or any other agency.

ARTICLE V CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company at 203 W. Main Street Suite A Pflugerville, TX on or before November 1, 2019, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property or as otherwise described herein, free and clear of any and all liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "A" attached hereto and incorporation herein.

(2) Provide reasonable assistance, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring each Grantee's fee simple and/or easement interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property, subject to Paragraph 5.03(b) herein.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.
- (b) At Closing, Purchaser and Seller shall enter into a written lease agreement (the "Leaseback Agreement") wherein Purchaser, as Landlord, shall lease back to Seller, as Tenant, the Property at the rental rate of \$1,000/month, and for an initial term to be agreed upon between the parties but which shall not exceed twelve (12) months, such term commencing on the Closing Date. The additional terms and provisions of the Leaseback Agreement shall be provided by, and shall be in the form satisfactory to, Purchaser prior to Closing.

Prorations

5.04. General real estate taxes for the then current year relating to the Property acquired in fee simple shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each party respectively as incurred.

**ARTICLE VI
BREACH BY SELLER**

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

**ARTICLE VII
BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

**ARTICLE VIII
MISCELLANEOUS**

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

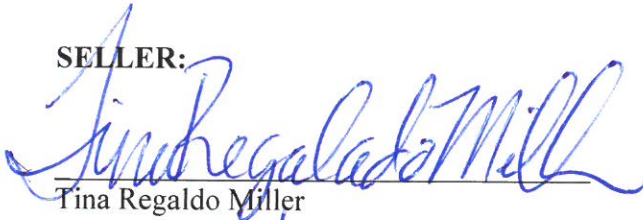
Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, which date is indicated beneath the Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

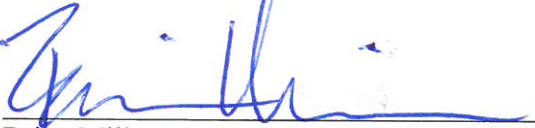
SELLER:


Tina Regaldo Miller

Date: 10/14/19

Address: 128 Estate Cove

Hutto, Tx 78634


Brian Miller

Date: 10/14/19

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT "A"

Parcel 12

DEED Corridor SE Loop

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That TINA REGALDO MILLER and husband BRIAN MILLER, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

Lot 32, Block B, Lakeside Estates Section Two, a subdivision in Williamson County, Texas, according to the map or plat recorded in Cabinet T, Slide 19, of the Plat Records of Williamson County Texas, and as further described in that Special Warranty Deed with Vendor's Lien to Tina Regaldo Miller and husband, Brian Miller, recorded as Document No. 2001081115, Official Records of Williamson County, Texas.

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2019.

GRANTOR:

Tina Regaldo Miller

ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF _____

This instrument was acknowledged before me on this the ____ day of _____, 2019 by Tina Regaldo Miller, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

GRANTOR:

Brian Miller

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2019 by Brian Miller, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session

37.

Meeting Date: 10/22/2019

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: 10/17/2019

Reviewed By

Andrea Schiele

Date

10/17/2019 11:21 AM

Started On: 10/17/2019 10:41 AM

Commissioners Court - Regular Session**38.****Meeting Date:** 10/22/2019

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
- i) Project Woods

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: 10/17/2019

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