NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
March 3, 2020
9:30 A.M.

The Commissioners Court of Williamson County, Texas will meet in regular session in the Commissioners 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 – 29)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.560.5003	Equipment > $5,000	14,700
To	0100.560.5730	Radio Equipment > $5,000	14,700

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.560.3010	Computer Equipment	3500.00

To	0100.560.4500	Maintenance Services	3500.00

6. Discuss, consider and take appropriate action on a line item transfer for Juvenile Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0576.004100	Juv Svcs/Professional Services	$14,000
To	0100.0576.003010	Juv Svcs/Computer Equipment	$14,000

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

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100.0475.004902	Legislative Supplement	$7,980.22
TO	0100.0475.001927	Co Atty Legislative Supplement	$6,536.88
TO	0100.0475.002010	FICA	$500.07
TO	0100.0475.002020	Retirement	$943.27

8. Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction for the period of 02/01/2020 through 02/29/2020.

9. Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Destruction for the period of 02/01/2020 through 02/29/2020.

10. Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Inter-Departmental Transfer for the period of 02/01/2020 through 02/29/2020.

11. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through Sale to Insurance of one (1) 2015 Chevrolet Tahoe and two (2) 2019 Chevrolet Tahoes, pursuant to Tx. Local Gov’t Code 263.152.

12. Discuss, consider and take appropriate action to approve the Tax Collection Agreement between the Watch Hill Municipal Utility District and the County of Williamson, Texas.

13. 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, and Williamson County, Texas to Habitat for Humanity pertaining to 0.13 acre tract of land in the J. Winsett Survey, Abstract 661, in the City of Taylor, Williamson County, Texas. This subject tract containing 0.13 acre according to the map of the Williamson Central Appraisal District under Tax Account R019818.

14. Discuss, consider and take appropriate action on accepting the 2019 Racial Profiling Report for Williamson County Constable Precinct Two.

15. Discuss, consider and take appropriate action on the 2019 racial profiling report from Williamson County Constable 4.

16. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, December 2019 and January 2020 Monthly Reports in compliance with Code of Crim. Proc. § 103.005.

17. Discuss, consider and take appropriate action to approve both a Resolution to Participate in the Texas Cooperative Liquid Assets Securities System Trust (Texas Class) investment pool administered by Public Trust Advisors, LLC and the Eighth Amended and Restated Texas Class Trust Agreement dated effective as of April 8, 2019; and to authorize, empower, and direct Scott Heselmeyer, Williamson County Treasurer, as the Investment Officer of Williamson County to do and perform all acts and things and to execute, acknowledge, and deliver in the name and on behalf of Williamson County all certificates, instruments, and other papers as may be necessary or desirable, from time to time, in order to carry out the terms and provisions of the Resolution and of the Trust Agreement.

18. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Lease of Residential Property at 9769 Hwy 29 W, Georgetown, Texas under IFB #3999.

19. Discuss, consider and take appropriate action on approving the agreement between Data Projections and Williamson County for Audio Visual Equipment Upgrades at the Grand Jury Room in the amount of $50,636.94, pursuant to TIPS Contract #171001 and authorizing execution of the agreement. Funding source is P532.

20. Discuss, consider and take appropriate action on approving the agreement between Data Projections and Williamson County for integrating new and existing AV/VTC equipment at the County Court at Law 4 Courtroom in the amount of $29,994.73, pursuant to TIPS Contract #171001 and authorizing execution of the agreement.

21. Discuss, consider and take appropriate action on approving a contract between Williamson County and Lott Fence to install a 6 ft. high gate in the amount of $1,487.36 and authorizing the execution of the contract.

22. Discuss, consider, and take appropriate action on approving a service contract between Building Abatement Demolition Company (BADC) and Williamson County for Demolition of Structures, in the amount of $115,800 as per TIPS Contract 181101, and authorizing execution of the agreement.

23. Discuss, consider and take appropriate action on participation by Williamson County Road Bond Program under the County's habitat conservation plan (HCP) for a drainage improvement and maintenance project related to Forest North Estates in north Austin, Williamson County, Texas.

24. Discuss, consider and take appropriate action on awarding RFQ #2451-3 Corridor I Planning from US 183 to SH 29 (Road Bond Map Project #2.6) to the most qualified firm K.Friese & Associates, Inc. and authorizing execution of the agreement. Funding Source is P344.

25. Discuss, consider and take appropriate action on awarding RFQ #2451-12 Corridor I Planning from Ronald Reagan Blvd. to US 183 (Road Bond Map Project #3.7) to the most qualified firm Atkins North America, Inc. and authorizing execution of the agreement. Funding Source is P361.

26. Discuss, consider and take appropriate action on approval of the final plat for the Star Ranch Section 7 Phase 7 subdivision – Precinct 4.

27. Discuss, consider and take appropriate action on approval of the final plat for Big Sky Vistas subdivision – Precinct 4.

28. Discuss, consider and take appropriate action on approval of the preliminary plat for the Avery Acres subdivision – Precinct 4.

29. Discuss, consider and take appropriate action on approval of the replat of Lot 1 of the Shell West Reserve subdivision – Precinct 3.

REGULAR AGENDA

30. Discuss and take appropriate action on proclaiming the month of March 2020 as Purchasing Month.

31. Discuss, consider and take appropriate action on appointing Rebecca Severson of Round Rock and Joy Alexander of Taylor to the Williamson County Child Welfare Board.

32. Discuss, consider and take appropriate action on canceling the Commissioners Court session on March 17, 2020.

33. Discuss, consider and take appropriate action on updates to the Employee Policy Manual.

34. Discuss, consider and take appropriate action on any necessary amendments relating to the FY19/20 Budget Order.

35. Discuss, consider and take appropriate action on the approval of the Trauma Focused Equine-Assisted Therapy for Justice System Involved Youth Resolution for Juvenile Services.

36. Discuss, consider and take appropriate action to authorize the Williamson County Conservation Foundation to apply for a Habitat Conservation Planning Assistance Grant though Texas Parks and Wildlife and the U.S. Fish and Wildlife Service.

37. Discuss, consider and take appropriate action regarding the approval of an Interlocal Agreement between Williamson County and Williamson County Emergency Services District #7 for the establishment of EMS and personnel housing at Station #2.

38. Discuss, consider and take appropriate action to approve the projects and budgets for 2020 Capital Improvement Program and the 2015 Certificate of Obligation.

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.370500	Miscellaneous Revenue	$85.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0630.004921	Co Wide Rx Disc Card Program	$85.00

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

Fiscal Impact

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

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0560.003671	Use of VA Donations	$100.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367403	Park Donation	$2,439.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0510.003670	Use of Donations	$2,439.00

45. Discuss and consider approving a line item transfer for the Debt Service Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0600.0600.006629	Series 10 Ltd Tax Refund - Int	$177,700.00
From	0600.0600.006630	Series 11 Unl Tax Road - Int	$41,325.00
To	0600.0600.006650	Series 20 Refund & Park - Int	$219,025.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0600.0600.004098	Pymt to Refunding Escrow Agent	$11,652,168.05
	0600.0600.004099	Bond Issuance Costs	$83,529.60

	0600.0600.006649	Series 20 Unl Road - Int	$5,043,964.44
	0600.0600.006650	Series 20 Refund & Park - Int	$693,437.22

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0600.0000.370400	Proceeds Fm Bond/CO Issuances	$10,538,047.88
	0600.0000.370401	Premium Fm Bond/CO Issuances	$1,201,004.95

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

49. Discuss, consider and take appropriate action on Contract Amendment No 1 under Williamson County Contract for Engineering Services between PaveTex Engineering & Testing Inc. and Williamson County dated January 10, 2017, for On Call Geotechnical Engineering and Materials Testing. Funding source: 01.0200.0210.004160.

50. Discuss, consider and take appropriate action on Supplemental Work Authorization No 3 to Work Authorization No 4 under Williamson County Contract between PaveTex Engineering & Testing Inc. and Williamson County dated January 10, 2017 for On Call Geotechnical Engineering and Materials Testing. Funding source: 01.0200.0210.004160.

51. Discuss, consider, and take appropriate action on awarding Portland Cement Type I/II for a term of one (1) year to Martin Marietta, per the lowest responsive quote received, pursuant to Texas Local Gov't Code, Section 262.0225(d) & Section 262.0245. and authorizing execution of the material quotation.

52. Discuss, consider and take appropriate action on approving a variance request to the Williamson County Subdivision Regulations from Sonwest Co. for the Sonterra West Section 7 Phase 2A-1 subdivision – Precinct 3.

53. Discuss, consider and take appropriate action on a Contract Amendment No. 3 to the Road Bond On-Call Geotechnical Engineering and Construction Materials Engineering/Testing Services contract between Williamson County and Terracon Consulting, Inc. relating to the 2013 Road Bond Program. Project: Varies by Work Authorization. Funding Source: Road Bonds.

54. Discuss, consider and take appropriate action regarding a Real Estate Contract with the Emma L. Lawson Family Land Partnership for right of way needed on The Corridor C/SH 29 Bypass project (parcel 1). Funding Source: Road Bonds P459

55. Discuss, consider and take appropriate action on a Commercial Real Estate Contract between Williamson County and SLV Development, Inc. relating to Williamson County's purchase of the property located at 3001 Joe DiMaggio Boulevard, Unit #104, Round Rock, Texas.

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)."

56. 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: O'Connor Signal Project
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 SE Loop/Corridor A.
s) Discuss the acquisition of right-of-way for Reagan extension.
t) Discuss the acquisition of right of way for the Great Oaks Bridge Project.
u) Discuss the acquisition of real property for the Brushy Creek Trail Project.
v) Discuss the acquisition of real property in conjunction with WCCF for potential parkland/bird habitat.
x) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center

y) Discuss the acquisition of the MKT Right of Way

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

i) Discuss county owned property located at Ed Schmidt Boulevard Hutto, Texas

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

57.

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

j) Project Co-Op

58. 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 Gleason 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) D-1-GN-19-005511; Brian Johns v. Williamson County, Texas; In the 53rd Judicial District Court of Travis County, Texas
q) Anthony "Tony" Carter: EEOC Charge No. 451-2019-03927
r) Case No. 1:19-CV-938-RP; Langham v. Fuentes, et al., in the United States District Court, Western District of Texas, Austin Division.
s) Discuss Williamson County Subdivision Regulations and Texas Local Government Code Chapter 232.
t) Civil Action No. 1:19-CV-1163; Amanda McCoy v. Williamson County, Texas et al., In the United States District Court for the Western District of Texas Austin Division.
u) Claim of Regina Wright.
v) Law on use of County facilities.
w) Cause No. 19-0406-C368; Anthony Garcia and Victoria Garcia et al. v. Stephen Wade Freeman et al. v. Wayne Finch et al.; In the 368th District Court of Williamson County, Texas.
x) Civil Action No. 1:20-CV-00062; Jaivonte Roberts v. Williamson County, Texas et al., In the United States District Court for the Western District of Texas Austin Division.
y) Intergovernmental Services Agreement with the United States Marshals Service Relating to Housing Federal Prisoners.

59. 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).

60. Discuss and take appropriate action concerning economic development.

61. Discuss and take appropriate action concerning real estate.

62. 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 Gleason 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) D-1-GN-19-005511; Brian Johns v. Williamson County, Texas; In the 53rd Judicial District Court of Travis County, Texas
q) Anthony "Tony" Carter: EEOC Charge No. 451-2019-03927
r) Case No. 1:19-CV-938-RP; Langham v. Fuentes, et al., in the United States District Court, Western District of Texas, Austin Division.
s) Discuss Williamson County Subdivision Regulations and Texas Local Government Code Chapter 232.

t) Civil Action No. 1:19-CV-1163; Amanda McCoy v. Williamson County, Texas et al., In the United States District Court for the Western District of Texas Austin Division.
u) Claim of Regina Wright.
v) Law on use of County facilities.
w) Cause No. 19-0406-C368; Anthony Garcia and Victoria Garcia et al. v. Stephen Wade Freeman et al. v. Wayne Finch et al.; In the 368th District Court of Williamson County, Texas.
x) Civil Action No. 1:20-CV-00062; Jaivonte Roberts v. Williamson County, Texas et al., In the United States District Court for the Western District of Texas Austin Division.
y) Intergovernmental Services Agreement with the United States Marshals Service Relating to Housing Federal Prisoners.

63. 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.

64. 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 28th day of February 2020 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: 03/03/2020

Line Item Transfer for County Sheriff

Submitted For: Robert Chody **Submitted By:** Brenda Staples, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

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

Background

Funds originally awarded in Line Item 5003 will be used to purchase items (new employee vehicle radios) more accurately reflected in Line Item 5730.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.560.5003	Equipment > $5,000	14,700
To	0100.560.5730	Radio Equipment > $5,000	14,700

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/26/2020 11:38 AM
Budget Office	Ashlie Koenig	02/26/2020 12:02 PM
Form Started By: Brenda Staples		Started On: 02/26/2020 10:17 AM
Final Approval Date: 02/26/2020		

Commissioners Court - Regular Session **5.**

Meeting Date: 03/03/2020

Line Item Transfer for County Sheriff

Submitted For: Robert Chody **Submitted By:** Brenda Staples, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

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

Background

Requesting transfer of funds from Computer Equipment Line item to fund Maintenance contract for analytical software (an approved expenditure).

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.560.3010	Computer Equipment	3500.00
To	0100.560.4500	Maintenance Services	3500.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/26/2020 02:09 PM
Budget Office	Ashlie Koenig	02/26/2020 02:19 PM
Form Started By: Brenda Staples		Started On: 02/26/2020 01:54 PM
Final Approval Date: 02/26/2020		

Commissioners Court - Regular Session **6.**

Meeting Date: 03/03/2020

Budget Line Item Request for Juvenile Services

Submitted By: John Pelczar, Juvenile Services

Department: Juvenile Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for Juvenile Services.

Background

Juvenile Service is requesting a transfer from BLI 4100 (Professional Services) to BLI 3010 (Computer Equipment). If approved, the department will use these funds to purchase iPad tablets for probation officers to utilize in the field. The department has been shifting to a more paperless environment and the tablets would allow the officers to obtain signatures from youth and parents while in the field without the need to print paper. The department did request and were approved for the tablets during the FY20 budget process, but due to other computer needs we no longer have enough money in that line to purchase the tablets.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0576.004100	Juv Svcs/Professional Services	$14,000
To	0100.0576.003010	Juv Svcs/Computer Equipment	$14,000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/27/2020 10:11 AM
Budget Office	Ashlie Koenig	02/27/2020 10:26 AM
Form Started By: John Pelczar		Started On: 02/27/2020 09:59 AM
Final Approval Date: 02/27/2020		

Commissioners Court - Regular Session **7.**

Meeting Date: 03/03/2020

County Attorney Legislative Supplement Line Item Transfer

Submitted By: Pam Navarrette, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

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

Background

The funds are being requested to transfer from a Legislative Supplement line to pay as a supplement to an employee.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100.0475.004902	Legislative Supplement	$7,980.22
TO	0100.0475.001927	Co Atty Legislative Supplement	$6,536.88
TO	0100.0475.002010	FICA	$500.07
TO	0100.0475.002020	Retirement	$943.27

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/27/2020 11:29 AM
Form Started By: Pam Navarrette		Started On: 02/27/2020 11:04 AM
Final Approval Date: 02/27/2020		

Commissioners Court - Regular Session **8.**

Meeting Date: 03/03/2020

Assets for Auction - February 2020 Monthly Report

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction for the period of 02/01/2020 through 02/29/2020.

Background

Please see attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Assets for Auction - February 2020 Monthly Report

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	02/27/2020 10:09 AM
County Judge Exec Asst.	Andrea Schiele	02/27/2020 10:38 AM
Form Started By: Randy Barker		Started On: 02/19/2020 01:32 PM
Final Approval Date: 02/27/2020		

February 2020 **MONTHLY REPORT** **Court Date:** **3/3/2020**

Williamson County - Assets for Auction

Agenda #: **23727**

Item	Serial Number	Quantity	Dept.
Black metal desk w/brown wood top	HON MH6LFV	1	Juvenile Services
Black 4 drawer letter size filing cabinets	HON MH6LFV	3	Juvenile Services
Small Black Couch		1	Sheriff's Office
Microsoft Surface Pro 3	690652553	1	JP 4
Dell OptiPlex 790	CGGNWR1	1	Sheriff's Office
Dell OptiPlex 790	8BPGGQ1	1	Sheriff's Office
Wire Rack		1	Fleet Services
Battery Rack		3	Fleet Services
Boxes, Miscellaneous Spray Paint		6	Fleet Services
Metal Filing Shelves		3	JP 2
Dell Latitude E5540 #1171	GLGJL12	1	Information Systems
4 Boxes misc cables, keyboards, mice & laptop cases		1	Information Systems
Fujitsu fi-6130Z Scanner	648162	1	Information Systems
Netgear Switch FS728P	1XXR39C5T0017E	1	Information Systems
Office Desks		2	Building Maintenance
Dell Tablets	See List	5	Building Maintenance
Dell Latitude 10 Tablet	BSHPRT1	1	Building Maintenance
Dell Latitude E5400	1TJXYJ1	1	Building Maintenance
Samsung SM-8690V Flip Phones		14	Building Maintenance
LG Flip Phones		2	Building Maintenance
Dell Latitude E6530 - #1184	B99YJ02	1	Information Systems
Fujitsu fi-6130Z Scanner	648147	1	Information Systems
Avaya Switch - S8300/G700	02DR09750262	1	Information Systems
Avaya Switch - S8300/G700	02DR09750131	1	Information Systems
Dell Monitor	JG00G62	1	Building Maintenance
Dell OptiPlex 7040	4XSCMF2	1	Building Maintenance
Panasonic CF-31 Toughbook 11477130PSTP P02474	4DTYA03140	1	Sheriff's Office
Dell OptiPlex 7040 #5497	8LV3282	1	Magistrate Office

Asset Status Change

Title:	i:0#.f|membership|jmills@wilco.org - 07-01-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Black metal desk with brown wood top
1. Manufacturer ID #:	HON MH6LFV
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	3
2. Description:	Black 4 drawer letter size filing cabinets
2. Manufacturer ID #:	HON
2. Condition of Assets:	Working
Transferor Department:	Juvenile Services
Transferor Contact Person:	Judy Mills
Transferor Contact Phone Number:	512-943-3219
Transferor Comments:	Located in Admin Hallway
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✔ John Pelczar 1/29/2020 2:56 PM
Transferor - Elected Official/Department Head/Authorized Staff Signature.:	✖
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	3/3/2020
Asset(s) delivered to warehouse on:	1/14/2020
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Title:	i:0#.f|membership|starlahall@wilco.org - 28-01-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Small Black Couch
1. Condition of Assets:	Non-Working
Transferor Department:	Sheriff's Office
Transferor Contact Person:	Starla Hall
Transferor Contact Phone Number:	512-943-5270
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✔ Tim Ryle 1/30/2020 12:58 PM
Transferor - Elected Official/Department Head/Authorized Staff Signature.:	✘
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	3/3/2020

Asset Status Change

Title:	i:0#.f|membership|jessica.tiedt@wilco.org - 04-02-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	MICROSOFT SURFACE PRO 3
1. Manufacturer ID #:	000690652553
1. Oracle Asset #:	140316
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	0
3. Quantity (Mandatory):	0
4. Quantity (Mandatory):	0
5. Quantity (Mandatory):	0
Transferor Department:	Justice of the Peace 4
Transferor Contact Person:	Jessica Tiedt
Transferor Contact Phone Number:	5123524112
Transferor Comments:	working but without power adapter
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✓ Jessica Tiedt 2/4/2020 10:48 AM
Transferor - Elected Official/Department Head/Authorized Staff Signature.:	✗
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	3/3/2020

Asset Status Change

Title:	i:0#.f|membership|vjohnson@wilco.org - 30-01-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Optiplex 790
1. Manufacturer ID #:	CGGNWR1
1. Oracle Asset #:	57323
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell Optiplex 790
2. Manufacturer ID #:	8BPGGQ1
2. Oracle Asset #:	56381
2. Condition of Assets:	Working
Transferring Department:	Sheriff's Office
Transferring Department Contact Person:	Virginia Johnson
Transferring Department Contact Phone Number:	512.943.1624
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Tim Ryle 2/6/2020 11:47 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	3/3/2020

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 24-02-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Panasonic CF-31 Toughbook - #1147, 7130, PSTP # P02474
1. Manufacturer ID #:	4DTYA03140
1. Oracle Asset #:	86321
1. Condition of Assets:	Unknown
Transferring Department:	Sheriff's Office
Transferring Department Contact Person:	Julie Schultz
Transferring Department Contact Phone Number:	512-943-1450
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Tim Ryle 2/25/2020 7:04 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	3/3/2020
Agenda Item:	23727

Asset Status Change

Title:	i:0#.f|membership|jsalazar@wilco.org - 30-01-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	WIRE RACK
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	3
2. Description:	BATTERY RACK
2. Condition of Assets:	Working
3. Quantity (Mandatory):	6
3. Description:	BOXES, MISCELLANEOUS SPRAY PAINT
3. Condition of Assets:	Working
Transferring Department:	Fleet Services
Transferring Department Contact Person:	Ed Pospisil
Transferring Department Contact Phone Number:	512-943-3343
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Ed Pospisil 2/10/2020 8:52 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	3/3/2020

Asset Status Change

Title:	i:0#.f|membership|sfriedman@wilco.org - 14-02-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	3
1. Description:	Metal Filing Shelves
1. Condition of Assets:	Working
Transferring Department:	Justice of the Peace 2
Transferring Department Contact Person:	Sheri Friedman
Transferring Department Contact Phone Number:	sfriedman@wilco.org
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Melissa East 2/18/2020 8:52 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	3/3/2020

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 12-02-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude E5540 #1171
1. Manufacturer ID #:	GLGJL12
1. Oracle Asset #:	95198
1. Condition of Assets:	Unknown
Transferring Department:	Information Systems
Transferring Department Contact Person:	Julie Schultz
Transferring Department Contact Phone Number:	512-943-1450
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Tammy McCulley 2/12/2020 3:54 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	3/3/2020

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 12-02-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	4 boxes misc cables, keyboards, mice, and laptop cases
1. Oracle Asset #:	N/A
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Fujitsu fi-6130Z Scanner
2. Manufacturer ID #:	648162
2. Oracle Asset #:	65661
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Netgear Switch FS728P
3. Manufacturer ID #:	1XXR39C5T0017E
3. Oracle Asset #:	N/A
3. Condition of Assets:	Unknown
Transferring Department:	Information Systems
Transferring Department Contact Person:	Julie Schultz
Transferring Department Contact Phone Number:	512-943-1450
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Tammy McCulley 2/12/2020 3:53 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	3/3/2020

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 19-02-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude E6530 - #1184
1. Manufacturer ID #:	B99YJ02
1. Oracle Asset #:	80156
1. Condition of Assets:	Unknown
Transferring Department:	Information Systems
Transferring Department Contact Person:	Julie Schultz
Transferring Department Contact Phone Number:	512-943-1450
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Tammy McCulley 2/19/2020 11:22 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	3/3/2020

Asset Status Change

Title:	i:0#.f|membership|gwrehsnig@wilco.org - 18-02-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell OptiPlex 7040
1. Manufacturer ID #:	4XSCMF2
1. Oracle Asset #:	175621
1. Condition of Assets:	Working
Transferring Department:	Building Maintenance
Transferring Department Contact Person:	Gina Wrehsnig
Transferring Department Contact Phone Number:	512-943-1666
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Gina Wrehsnig 2/18/2020 10:47 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	3/3/2020

Asset Status Change

Title:	i:0#.f|membership|gwrehsnig@wilco.org - 18-02-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell OptiPlex 7040
1. Manufacturer ID #:	4XSCMF2
1. Oracle Asset #:	175621
1. Condition of Assets:	Working
Transferring Department:	Building Maintenance
Transferring Department Contact Person:	Gina Wrehsnig
Transferring Department Contact Phone Number:	512-943-1666
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Gina Wrehsnig 2/18/2020 10:47 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	3/3/2020

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 21-02-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Monitor
1. Manufacturer ID #:	JG00G62
1. Oracle Asset #:	n/a
1. Condition of Assets:	Unknown
Transferring Department:	Building Maintenance
Transferring Department Contact Person:	Julie Schultz
Transferring Department Contact Phone Number:	512-943-1450
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Gina Wrehsnig 2/21/2020 9:44 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	3/3/2020
Agenda Item:	23727

Asset Status Change

Title:	i:0#.f|membership|gwrehsnig@wilco.org - 14-02-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	5
1. Description:	Dell Tablet
1. Manufacturer ID #:	H2SV7Z1, C7SV7Z1, 8YRV7Z1, D8SV7Z1,
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Dell Latitude 10 Tablet
2. Manufacturer ID #:	BSHPRT1
2. Oracle Asset #:	68988
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Dell Latitude E5400
3. Manufacturer ID #:	1TJXYJ1
3. Oracle Asset #:	53691
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	14
4. Description:	Samsung SM-8690V Flip Phones
4. Oracle Asset #:	N/A
4. Condition of Assets:	Working
5. Quantity (Mandatory):	2
5. Description	LG Flip Phones
5. Oracle Asset #	N/A
5. Condition of Assets	Unknown
Transferring Department:	Building Maintenance
Transferring Department Contact Person:	Gina Wrehsnig
Transferring Department Contact Phone Number:	512-943-1666
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Gina Wrehsnig 2/14/2020 10:10 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department - Elected	

Asset Status Change

Official/Department Head/Authorized Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	3/3/2020

Asset Status Change

Title:	i:0#.f|membership|gwrehsnig@wilco.org - 14-02-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Office desks
1. Condition of Assets:	Working
Transferring Department:	Building Maintenance
Transferring Department Contact Person:	Gina Wrehsnig
Transferring Department Contact Phone Number:	512-943-1666
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Gina Wrehsnig 2/14/2020 9:08 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	3/3/2020

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 24-02-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Optiplex 7040 #5497
1. Manufacturer ID #:	8LV3282
1. Oracle Asset #:	148340
1. Condition of Assets:	Unknown
Transferring Department:	Magistrate Office
Transferring Department Contact Person:	Julie Schultz
Transferring Department Contact Phone Number:	512-943-1450
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Hillary McCoy 2/25/2020 2:53 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	3/3/2020
Agenda Item:	23727

Commissioners Court - Regular Session **9.**

Meeting Date: 03/03/2020

Assets for Destruction - February 2020 Monthly Report

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Destruction for the period of 02/01/2020 through 02/29/2020.

Background

Please see attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Assets for Destruction - February 2020 Monthly Report

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	02/27/2020 09:18 AM
County Judge Exec Asst.	Andrea Schiele	02/27/2020 09:44 AM
Form Started By: Randy Barker		Started On: 02/19/2020 01:32 PM
Final Approval Date: 02/27/2020		

February 2020 **MONTHLY REPORT** **Court Date:** **3/3/2020**

Williamson County - Assets for Destruction

Agenda #: **23728**

Item	Serial Number	Quantity	Dept.
Full Size Refrigerator	Sears	1	Juvenile Services
Conference Room Chairs - PIlot	PO#434783	15	Sheriff's Office
Washing Machine	W10250884	1	EMS

Asset Status Change

Title:	i:0#.f|membership|jmills@wilco.org - 07-01-2020
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Full size Refrigerator
1. Manufacturer ID #:	Sears
1. Condition of Assets:	Non-Working
Transferor Department:	Juvenile Services
Transferor Contact Person:	Judy Mills
Transferor Contact Phone Number:	512-943-3219
Transferor Comments:	This refrigerator is located on the loading dock behind the Juvenile Justice Center
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✔ John Pelczar 1/29/2020 2:56 PM
Transferor - Elected Official/Department Head/Authorized Staff Signature.:	✘
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Destruction
Court Date:	3/3/2020

Asset Status Change

Title:	i:0#.f|membership|vjohnson@wilco.org - 30-01-2020
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	15
1. Description:	Conference Room Chair - Pilot
1. Manufacturer ID #:	PO#434783
1. Condition of Assets:	Non-Working
Transferring Department:	Sheriff's Office
Transferring Department Contact Person:	Virginia Johnson
Transferring Department Contact Phone Number:	512.943.1624
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Tim Ryle 2/6/2020 11:46 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Destruction
Court Date:	3/3/2020

Asset Status Change

Title:	i:0#.f|membership|kbecker@wilco.org - 25-02-2020
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Washing Machine
1. Manufacturer ID #:	W10250884
1. Oracle Asset #:	N/A
1. Condition of Assets:	Non-Working
Transferring Department:	Emergency Medical Services
Transferring Department Contact Person:	Kirk Becker
Transferring Department Contact Phone Number:	512-943-1264
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Mike Knipstein 2/25/2020 9:51 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✖
Purchasing Final Determination	Destruction
Court Date:	3/3/2020
Agenda Item:	23728

Commissioners Court - Regular Session **10.**

Meeting Date: 03/03/2020

Assets for Transfer - February 2020 Monthly Report

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Inter-Departmental Transfer for the period of 02/01/2020 through 02/29/2020.

Background

Please see attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Assets for Transfer - February 2020 Monthly Report

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	02/27/2020 09:31 AM
County Judge Exec Asst.	Andrea Schiele	02/27/2020 09:44 AM
Form Started By: Randy Barker		Started On: 02/19/2020 01:33 PM
Final Approval Date: 02/27/2020		

February 2020 **MONTHLY REPORT** **Court Date:** **3/3/2020**

Williamson County - Assets for Transfer

Agenda #: **23729**

Item	Serial Number	Quantity	FROM DEPT.	TO DEPT.
Chairs		2	Auction	Sheriff's Office
Red Chairs		8	Auction	Sheriff's Office
5 - Shelf Bookcase		1	Auction	EMS
4 - Shelf Bookcase		1	Auction	EMS
2 - Shelf Bookcase		1	Auction	EMS
Rug		1	Auction	EMS
Rolling Table		1	Auction	911 Communicatins
Chairs		8	Auction	Sheriff's Office
Bookcases		2	Auction	Sheriff's Office
File Folder		1	Auction	Sheriff's Office
Bookcase		1	Auction	Purchasing
Small Wood Table		1	Auction	Purchasing
4 Drawer Wooden File Cabinet		1	Auction	Extension Services
Monitors		6	Auction	Building Maintenance

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 30-01-2020
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Chairs - for Laura Massengale
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	8
2. Description:	Red Chairs - for Virginia Johnson
2. Condition of Assets:	Working
Transferor Department:	Auction
Transferor Contact Person:	Julie Schultz
Transferor Contact Phone Number:	512-943-1450
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✔ Tammy McCulley 1/30/2020 10:11 AM
Transferor - Elected Official/Department Head/Authorized Staff Signature.:	✘
Transferee Department	Sheriff's Office
Transferee Contact Person:	Virginia Johnson
Transferee Contact Phone Number:	512-943-1624
Transferee Comments:	2 Chairs for Laura Massengale 8 Red Chairs for Virginia Johnson
Transferee - Elected Official/Department Head/Authorized Staff:	Tim Ryle
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✔ Tim Ryle 2/5/2020 9:23 AM
Purchasing Final Determination	Internal Department Transfer
Court Date:	3/3/2020

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 30-01-2020
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	5-shelf bookcase
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	4 shelf bookcase
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	2 shelf bookcase
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	rug
4. Condition of Assets:	Working
Transferor Department:	Auction
Transferor Contact Person:	Julie Schultz
Transferor Contact Phone Number:	512-943-1450
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✔ Tammy McCulley 2/5/2020 3:37 PM
Transferor - Elected Official/Department Head/Authorized Staff Signature.:	✘
Transferee Department	Emergency Medical Services
Transferee Contact Person:	Kirk Becker
Transferee Contact Phone Number:	512-943-3615
Transferee - Elected Official/Department Head/Authorized Staff:	Mike Knipstein
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✔ Mike Knipstein 1/30/2020 3:03 PM
Purchasing Final Determination	Internal Department Transfer
Court Date:	3/3/2020

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 30-01-2020
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Roling Table
1. Condition of Assets:	Working
Transferring Department:	Auction
Transferring Department Contact Person:	Julie Schultz
Transferring Department Contact Phone Number:	512-943-1450
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Tammy McCulley 1/30/2020 10:08 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖
Receiving Department	911 Communications
Receiving Department Contact Person:	Trey Hewtty
Receiving Department Contact Phone Number:	512-864-8234
Receiving Department - Elected Official/Department Head/Authorized Staff:	Kelly Luna
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Kelly Luna 2/6/2020 10:37 AM
Purchasing Final Determination	Internal Department Transfer
Court Date:	3/3/2020

Asset Status Change

Title:	i:0#.f|membership|starlahall@wilco.org - 28-01-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Small Black Couch
1. Condition of Assets:	Non-Working
Transferor Department:	Sheriff's Office
Transferor Contact Person:	Starla Hall
Transferor Contact Phone Number:	512-943-5270
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✔ Tim Ryle 1/30/2020 12:58 PM
Transferor - Elected Official/Department Head/Authorized Staff Signature.:	✘
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	3/3/2020

Asset Status Change

Title:	i:0#.f|membership|vjohnson@wilco.org - 30-01-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Optiplex 790
1. Manufacturer ID #:	CGGNWR1
1. Oracle Asset #:	57323
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell Optiplex 790
2. Manufacturer ID #:	8BPGGQ1
2. Oracle Asset #:	56381
2. Condition of Assets:	Working
Transferring Department:	Sheriff's Office
Transferring Department Contact Person:	Virginia Johnson
Transferring Department Contact Phone Number:	512.943.1624
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Tim Ryle 2/6/2020 11:47 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	3/3/2020

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 12-02-2020
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	8
1. Description:	Chairs
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	2
2. Description:	Bookcases
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	File Holder
3. Condition of Assets:	Working
Transferring Department:	Auction
Transferring Department Contact Person:	Julie Schultz
Transferring Department Contact Phone Number:	512-943-1450
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Tammy McCulley 2/12/2020 12:53 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department	Sheriff's Office
Receiving Department Contact Person:	Hannah Nestorick
Receiving Department Contact Phone Number:	512-943-1375
Receiving Department - Elected Official/Department Head/Authorized Staff:	Tim Ryle
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Tim Ryle 2/13/2020 11:44 AM
Purchasing Final Determination	Internal Department Transfer
Court Date:	3/3/2020

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 13-01-2020
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Bookcase
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Small Wood Table
2. Condition of Assets:	Working
Transferring Department:	Auction
Transferring Department Contact Person:	Julie Schultz
Transferring Department Contact Phone Number:	512-943-1450
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Tammy McCulley 2/3/2020 1:19 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖
Receiving Department	Purchasing
Receiving Department Contact Person:	Dianne West
Receiving Department Contact Phone Number:	512-943-1692
Receiving Department - Elected Official/Department Head/Authorized Staff:	Kerstin Hancock
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Kerstin Hancock 2/10/2020 8:34 AM
Purchasing Final Determination	Internal Department Transfer
Court Date:	3/3/2020

Asset Status Change

Title:	i:0#.f|membership|tmcculley@wilco.org - 03-02-2020
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	4 drawer wooden file cabinet
1. Condition of Assets:	Working
Transferring Department:	Auction
Transferring Department Contact Person:	Gary Pastushok
Transferring Department Contact Phone Number:	5129433394
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Tammy McCulley 2/3/2020 1:17 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖
Receiving Department	Extension Service
Receiving Department Contact Person:	Pamela Ward
Receiving Department Contact Phone Number:	5129433394
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Pamela Ward 2/14/2020 8:48 AM
Purchasing Final Determination	Internal Department Transfer
Court Date:	3/3/2020

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 12-02-2020
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	6
1. Description:	Monitors
1. Condition of Assets:	Working
Transferring Department:	Auction
Transferring Department Contact Person:	Julie Schultz
Transferring Department Contact Phone Number:	512-943-1450
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Tammy McCulley 2/12/2020 12:54 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖
Receiving Department	Building Maintenance
Receiving Department Contact Person:	Jeffrey Hancock
Receiving Department Contact Phone Number:	512-943-1610
Receiving Department - Elected Official/Department Head/Authorized Staff:	Jeffrey Hancock
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Jeffrey Hancock 2/12/2020 2:36 PM
Purchasing Final Determination	Internal Department Transfer
Court Date:	3/3/2020

Commissioners Court - Regular Session **11.**

Meeting Date: 03/03/2020

Assets for Sale to Insurance 3.3.20

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the disposal of various county assets through Sale to Insurance of one (1) 2015 Chevrolet Tahoe and two (2) 2019 Chevrolet Tahoes, pursuant to Tx. Local Gov't Code 263.152.

Background

Please see attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

V/E Assets for Sale to Insurance 3.3.20

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	02/27/2020 09:21 AM
County Judge Exec Asst.	Andrea Schiele	02/27/2020 10:00 AM
Form Started By: Randy Barker		Started On: 02/21/2020 01:42 PM
Final Approval Date: 02/27/2020		

Reason for Status Change	ACCIDENT
Department	560 - Sheriffs Office
County VIN/Serial Number	1GNLC2EC2FR626616
Equipment/Door Number	SB1521
License Plate	1218421
Year	2015
Make	Chevrolet
Model	Tahoe
Comments (mileage, mechanical issues, other info)	totaled after accident on 02/12/2020 w/ 79,582 mi.
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Roy Fikac 2/21/2020 6:55 AM
Receiving Department Signature	✗
Method of Status change: This vehicle is to be considered for: (select one)	Sale to insurance
Fleet Comments	Insurance delcared total loss
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 2/21/2020 12:19 PM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	Confirmed
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 2/21/2020 12:35 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Anabel Macias 2/21/2020 12:41 PM
Purchasing Department Signature Acknowledgement	✓ Randy Barker 2/21/2020 1:38 PM

Reason for Status Change	ACCIDENT
Department	560 - Sheriffs Office
County VIN/Serial Number	1GNLCDECXKR272754
Equipment/Door Number	SB1952
License Plate	MKD9173
Year	2019
Make	Chevrolet
Model	Tahoe
Comments (mileage, mechanical issues, other info)	totaled after accident on 02/07/2020 w/ 10,186 mi.
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Mary Watson 2/24/2020 3:31 PM
Receiving Department Signature	✗
Method of Status change: This vehicle is to be considered for: (select one)	Sale to insurance
Fleet Comments	Insurance delcared total loss
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 2/21/2020 2:01 PM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	Confirmed
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 2/24/2020 1:30 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Anabel Macias 2/24/2020 2:44 PM
Purchasing Department Signature Acknowledgement	✓ Mary Watson 2/24/2020 3:31 PM

Reason for Status Change	ACCIDENT
Department	560 - Sheriffs Office
County VIN/Serial Number	1GNLCDECXKR289862
Equipment/Door Number	SB1955
License Plate	1412761
Year	2019
Make	Chevrolet
Model	Tahoe
Comments (mileage, mechanical issues, other info)	accident occured 02/03/2020, total loss w/ 15,631 mi.
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Roy Fikac 2/21/2020 6:57 AM
Receiving Department Signature	✗
Method of Status change: This vehicle is to be considered for: (select one)	Sale to insurance
Fleet Comments	Insurance declared total loss
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 2/21/2020 8:22 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	Confirmed
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 2/21/2020 12:26 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Anabel Macias 2/21/2020 12:37 PM
Purchasing Department Signature Acknowledgement	✓ Randy Barker 2/21/2020 1:27 PM

Commissioners Court - Regular Session **12.**

Meeting Date: 03/03/2020

Tax Collection Agreement

Submitted For: Larry Gaddes **Submitted By:** Judy Kocian, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve the Tax Collection Agreement between the Watch Hill Municipal Utility District and the County of Williamson, Texas.

Background

Under provisions of Texas Government code Section 791.001 and Texas Property Tax Code Section 6.21, the County, through its Tax Assessor/Collector shall serve as the Tax Collector for the Jurisdiction for ad valorem tax purposes for those properties stated in the Tax Collection Agreement. The three original documents of the Tax Collection Agreement with the Watch Hill Municipal Utility District requires the County Judge's signature as well as the County Tax Assessor/Collector. The original documents have been signed by the County Tax Assessor/Collector and are being sent via interdepartmental mail to the County Judge's office indicating the location for his signature. Please return all signed original documents to the Tax Assessor/Collector's office for further distribution.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Watch Hill MUD

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/21/2020 03:18 PM
Form Started By: Judy Kocian		Started On: 02/20/2020 10:31 AM
Final Approval Date: 02/21/2020		

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

TAX COLLECTION AGREEMENT

WHEREAS, the Watch Hill Municipal Utility District and the County of Williamson, Texas, have the power and authority with reference to the terms of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, to authorize the County of Williamson, Texas, through its duly elected Tax Assessor-Collector to act as the Tax Collector for the above-named Jurisdiction for those properties within Williamson County.

NOW, THEREFORE, for the consideration hereinafter expressed and the mutual condition hereof, it is mutually agreed by and between the Watch Hill Municipal Utility District, a political subdivision duly organized and existing under the laws of the State of Texas, hereinafter referred to as the Jurisdiction, and the County of Williamson, Texas, hereinafter referred to as the County, as follows:

1. A. Under the provisions of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, the County, through its Tax Assessor-Collector, shall serve as Tax Collector for the Jurisdiction for ad valorem tax purposes for those properties in Williamson County only in the year this document is executed and subsequent years pursuant to the terms herein provided. The County agrees to perform for the Jurisdiction all necessary duties authorized, and the Jurisdiction does hereby expressly authorize the County, through its Tax Assessor-Collector, to do and perform all acts necessary and proper to collect property taxes which are levied by the Jurisdiction.

B. The County shall make the calculations necessary for the Jurisdiction to comply with the statutory requirements for setting tax rates as specified in Chapter 26 of the Texas Property Tax Code. The Tax Assessor-Collector shall request in writing from the Jurisdiction the information necessary to calculate the tax rates specified by Chapter 26 of the Texas Property Tax Code. The Jurisdiction shall furnish to the Tax Assessor-Collector in writing the requested information within two weeks of receipt of the written request from the Tax Assessor-Collector. The County shall also cause the publication of the necessary public notice of the required tax rates for the Jurisdiction annually. The Jurisdiction designates the Williamson County Tax Assessor-Collector as its officer for calculation of effective and rollback tax rates. The Jurisdiction shall pay for the actual costs of publication of such notices as charged by the appropriate newspaper.

2. A. The County agrees to prepare and mail all tax statements, provide monthly collection reports to the Jurisdiction, prepare tax certificates, develop and maintain both current and delinquent tax rolls for the Jurisdiction, meet the requirements of the Property Tax Code, as amended, and to develop and maintain such other records and forms as are necessary or required by law or state rules and regulations related to the collection of the taxes levied by the Jurisdiction.

The County undertakes and agrees to make available to the Jurisdiction full information about the tax collection operation of the County and to promptly furnish written reports reasonably necessary to keep the Jurisdiction advised of all financial information affecting the Jurisdiction.

B. The Jurisdiction authorizes the County to approve on behalf of the Jurisdiction all refunds pursuant to TEX. PROP. TAX CODE ANN. § 31.11. Refunds may be made from tax collections otherwise due to the Jurisdiction, or, if there are not sufficient current collections to make the refund, the Jurisdiction shall, at the request of the Tax Assessor-Collector, promptly return to the County

sufficient money to pay the refund. The County shall report to the Jurisdiction all refunds made on behalf of the Jurisdiction.

Likewise, in the event a tax payment is made by check or other medium and is later dishonored, the County shall withhold the dishonored amount previously distributed to the Jurisdiction from tax collection otherwise due to be distributed to the Jurisdiction. If there is not sufficient current collection to amount to the revenue lost due to the dishonored instrument, the Jurisdiction shall promptly refund to the County sufficient sums upon request by the Tax Assessor-Collector.

C. To enable the County to effectively serve all the taxing units which contract with the County for the collection of taxes, **the Jurisdiction must set its annual tax rates not later than the 15th day of September of each year**. In the absence of this requirement being met, the Jurisdiction shall bear all expenses of the County and its agents of expenditures made by such for the purpose of sending the tax statements in a separate notice or billing. By executing this Agreement, the Jurisdiction does accept such provisions and expressly agrees to meet solely any and all expenses that might be incurred as a result of not timely communicating to the County its tax rate via a duly executed order or ordinance, failing to comply with statutory requirements regarding truth-in-taxation, or a successful rollback election and any and all collateral or related information or documentation and causing the County to not meet its required obligations and duties to all other parties on whose behalf it also collects tax funds.

3. The Jurisdiction hereby agrees and expressly authorizes the County to contract on the Jurisdiction's behalf with private legal counsel for the collection of delinquent property taxes. The Jurisdiction further agrees that such fee, as is allowed by law and provided in the contract with private legal counsel, will be paid from the delinquent taxes, penalty, and interest collected for Jurisdiction by such private legal counsel.

4. For each tax year, the Jurisdiction shall pay to the County for collection services an amount or amounts per each parcel of taxable property, or account, including accounts on personal property, taxable by the Jurisdiction. The number of accounts taxable by the Jurisdiction shall be determined as of the certification of the Jurisdiction's appraisal roll of the year for which payment is due. The amounts to be paid per account shall be as determined by the County's Tax Assessor-Collector annually. The Tax Assessor-Collector shall notify the Jurisdiction of the charge per parcel on or about May 1. If no notice of charges per parcel is given by the Tax Assessor-Collector, charges per parcel for the prior year shall remain effective. The fee shall be payable in a lump sum annually by December 31 and may be withheld by the Tax Assessor-Collector from the distribution otherwise due the Jurisdiction.

5. The County shall cooperate with, and respond to the inquiries of, any independent certified public accountants employed by the Jurisdiction to conduct an annual financial audit of the Jurisdiction as such inquiries are related to the collection of taxes as provided for by this contract.

6. The County agrees to obtain a surety bond for the County's Tax Assessor-Collector to assure proper performance of the tax-collecting function provided in this contract. Such bond shall be payable to the County in the sum of $100,000.00 unless state statutes require a larger sum and shall be executed by a solvent surety company.

7. The County agrees to make payments of taxes collected into such depositories as are selected by the Jurisdiction. Such payments shall be made every day on which both the County's tax office and Jurisdiction's depository are open for business.

8. This contract shall continue until terminated by the parties. Either party may terminate this contract by giving written notice of its intent to the other party on or before April 1, to be effective the following July 1 of the same calendar year. Upon such a termination, the Jurisdiction shall assume all its tax collection responsibilities for all tax years.

9. If this contract should terminate for any reason, including but not limited to termination because of agreement of both parties and termination by judicial decree, the tax records shall be returned to Jurisdiction.

10. This agreement supersedes any and all agreements and contracts by and between the Jurisdiction and Williamson County relative to the collection of taxes.

11. This contract is to be interpreted under the laws of the State of Texas. Venue for any litigation arising regarding this contract shall lie in Williamson County, Texas.

IN WITNESS WHEREFORE, these presents are executed by the authority of the governing bodies of the respective parties hereto.

Executed _____, 20_____.

COUNTY OF WILLIAMSON

_____
Bill Gravell, County Judge
County of Williamson

_____
Larry Gaddes, Tax Assessor-Collector,
County of Williamson

_____
Bill Ott, President
Watch Hill MUD

RESOLUTION NO. _____

AUTHORIZING AGREEMENT WITH THE COUNTY OF WILLIAMSON FOR COLLECTION OF TAXES

WHEREAS, the Watch Hill Municipal Utility District desires to levy an ad valorem tax in each fiscal year; and

WHEREAS, The County of Williamson, Texas, provides ad valorem tax collection services; and

WHEREAS, the Watch Hill Municipal Utility District finds it to be in the public interest to authorize a contract with The County of Williamson, Texas for collection of ad valorem taxes;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE WATCH HILL MUNICIPAL UTILITY DISTRICT THAT:

The President of Watch Hill Municipal Utility District is hereby authorized and directed to enter into a contract on behalf of the District with The County of Williamson, Texas, in the form and according to the terms in the attached Exhibit A.

The foregoing resolution was moved and seconded and finally adopted by majority vote at a regular meeting of the Board of Directors on the ____ day of _____, 20_____.

Bill Ott, President
Watch Hill MUD

RESOLUTION NO. _____

AUTHORIZING CONTRACT FOR COLLECTION OF AD VALOREM TAXES

WHEREAS, the County of Williamson performs tax collection for the several taxing entities of Williamson County; and

WHEREAS, the Commissioners Court of the County of Williamson finds it to be in the public interest to enter into a contract with Watch Hill Municipal Utility District for the collection of ad valorem taxes;

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

The County Judge and Tax Assessor-Collector are hereby authorized and directed to enter into a contract with Watch Hill Municipal Utility District in the form attached hereto as Exhibit A for the collection of ad valorem taxes.

The foregoing resolution was moved and seconded and adopted by majority vote at a meeting of the Commissioners Court of the County of Williamson on the ____ day of _____, 20___.

_____

Bill Gravell, County Judge
County of Williamson

Commissioners Court - Regular Session **13.**

Meeting Date: 03/03/2020

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, and Williamson County, Texas to Habitat for Humanity pertaining to 0.13 acre tract of land in the J. Winsett Survey, Abstract 661, in the City of Taylor, Williamson County, Texas. This subject tract containing 0.13 acre according to the map of the Williamson Central Appraisal District under Tax Account R019818.

Background

In 2008, Williamson County filed a lawsuit to collect delinquent property taxes on behalf of itself, Taylor Independent School District, and the City of Taylor, Texas. In 2009, a judgment was signed ordering foreclosure of the tax liens on property tax account R019818. Pursuant to the Property Tax Code, the property was offered for sale at a public auction. The property did not receive bids and was taken into trust by the City of Taylor for the use and benefit of all other taxing jurisdictions. This property has been held in trust with an exempt status since 2009 and has therefore been completely exempt from taxation since.

Habitat for Humanity of Williamson County Texas, Inc., has proposed to purchase the properties for a sum of $50.00. The property would be used for residential single-family development. After the residence is built the property will be conveyed to the new owner, returning the property to the tax roll with an increased value. By accepting this offer, the County is removing the property from exempted tax status, meaning the property will once again generate tax revenue for all the applicable taxing units listed above.

For the reasons stated herein, it my recommendation to accept this offer by Habitat for Humanity of Williamson County Texas, Inc.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Deed without Warranty

Resolution Habitat for Humanity

Form Review

Inbox	Reviewed By	Date

County Judge Exec Asst.	Andrea Schiele	02/25/2020 02:28 PM
Form Started By: Judy Kocian		Started On: 02/25/2020 01:46 PM
Final Approval Date: 02/25/2020		

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 City of Taylor, Texas, Trustee, in trust for the use and benefit of itself, Taylor Independent School District and The County of Williamson, Texas, Grantor, for and in consideration of the sum of FIFTY AND NO/100S ($50.00), 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 Habitat for Humanity of Williamson County Texas, Inc. whose address is 2108 North Austin Avenue, Georgetown, Texas 78626, the following described Property, to wit:

A tract of land being 0.13 acre tract of land in the J. Winsett Survey, Abstract 661, in the City of Taylor, Williamson County, Texas. This subject tract containing 0.13 acre according to the map of the Williamson Central Appraisal District under Tax Account R019818, and this subject tract being more particularly described as follows:

Beginning at a point which is the Southwest corner of a 0.13 acre tract conveyed to Lee Killingsworth (the "Killingsworth Tract") described in Volume 465, Page 454 of the Deed Records of Williamson County, Texas, which is the northwest corner of this subject tract; thence in an Easterly direction 125 feet along the South boundary line of the Killingsworth Tract, which is the North boundary of this subject tract to a point which is the Southeast corner of the Killingsworth Tract, which is the Northeast corner of this subject tract; thence in a southerly direction along the West boundary line of a 0.19 acre tract conveyed to Blas Lepe (the "Lepe Tract") by a deed recorded in Document #2002032246 of the Deed Records of Williamson County, Texas, which is the East boundary line of this subject tract, to a point which this boundary line intersects the North line of East 7th Street, which is the Southeast corner of this subject tract; thence in a Westerly direction along the North Boundary line of East 7th Street, which is the south boundary line of this subject tract to a point on the Northline of East 7th Street which intersects the East boundary line of Burkett Street, which is the southwest corner of this tract, thence in a northerly direction along the East boundary line of Burkett Street, which is the West boundary line of the subject tract, to a point which is the Southwest corner of the Killingsworth Tract, which is the Northwest corner of the subject tract, which is the point of beginning (Tax Account #R019818).

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.

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, stated above, to Grantee Habitat for Humanity of Williamson County Texas, Inc., its successors and assigns forever, without warranty of any kind.

IN TESTIMONY WHEREOF The City of Taylor, Texas, Trustee, joined herein by Taylor Independent School District and The County of Williamson, Texas, have caused these presents to be executed on this the 13 day of February ~~2019~~. 2020

The City of Taylor, Texas

By _____

Brandt Rydell
Mayor

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, on this day personally appeared Brandt Rydell, Mayor of The City of Taylor, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the official capacity indicated and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 13 day of February, ~~2019~~. 2020

_____

Notary Public, State of Texas
My commission expires 10-29-2021

DIANNA BARKER
Notary Public, State of Texas
Comm. Expires 10-29-2021
Notary ID 4860449

Taylor Independent School District

By _____

Marco R. Ortiz
President, Board of Trustees

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, on this day personally appeared Marco R. Ortiz, President, Board of Trustees of Taylor Independent School District, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the official capacity indicated and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 21st day of January, ~~2019~~ 2020.

_____

Notary Public, State of Texas
My commission expires 11-14-2020

NOTARY PUBLIC STATE OF TEXAS
DELLEAN M HARTMANN
Notary ID # 6818081
My Commission Expires
November 14, 2020

The County of Williamson, Texas

By _____

Bill Gravell Jr.
County Judge

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, on this day personally appeared Bill Gravell, Jr., County Judge, Williamson County, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the official capacity indicated and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the_____day of _____, 20~~19~~ 20

_____

Notary Public, State of Texas
My commission expires_____

After recording, return to:

Habitat for Humanity of Williamson County Texas, Inc.
2108 North Austin Avenue
Georgetown, Texas 78626

STATE OF TEXAS

COUNTY OF WILLIAMSON

RESOLUTION AUTHORIZING RESALE OF PROPERTY HELD IN TRUST
BY THE CITY OF TAYLOR, TEXAS, TRUSTEE

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

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

> A tract of land being 0.13 acre tract of land in the J. Winsett Survey, Abstract 661, in the City of Taylor, Williamson County, Texas. This subject tract containing 0.13 acre according to the map of the Williamson Central Appraisal District under Tax Account R019818, and this subject tract being more particularly described as follows:
>
> Beginning at a point which is the Southwest corner of a 0.13 acre tract conveyed to Lee Killingsworth (the "Killingsworth Tract") described in Volume 465, Page 454 of the Deed Records of Williamson County, Texas, which is the northwest corner of this subject tract; thence in an Easterly direction 125 feet along the South boundary line of the Killingsworth Tract, which is the North boundary of this subject tract to a point which is the Southeast corner of the Killingsworth Tract, which is the Northeast corner of this subject tract; thence in a southerly direction along the West boundary line of a 0.19 acre tract conveyed to Blas Lepe (the "Lepe Tract") by a deed recorded in Document #2002032246 of the Deed Records of Williamson County, Texas, which is the East boundary line of this subject tract, to a point which this boundary line intersects the North line of East 7th Street, which is the Southeast corner of this subject tract; thence in a Westerly direction along the North Boundary line of East 7th Street, which is the south boundary line of this subject tract to a point on the Northline of East 7th Street which intersects the East boundary line of Burkett Street, which is the southwest corner of this tract, thence in a northerly direction along the East boundary line of Burkett Street, which is the West boundary line of the subject tract, to a point which is the Southwest corner of the Killingsworth Tract, which is the Northwest corner of the subject tract, which is the point of beginning (Tax Account #R019818).

Whereas, the Property did not receive a bid at tax sale and were struck off to The City of Taylor, Texas, Trustee, in Trust, for the use and benefit of itself, Taylor Independent School District and The County of Williamson, Texas, by virtue of a Constable's Deed recorded as Document No. 2009033693 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 return the Property to a taxable status; and

Whereas, Habitat for Humanity of Williamson County Texas, Inc., whose address is 2108 North Austin Avenue, Georgetown, Texas 78626 has offered to purchase the Property for $50.00, which amount is less than the market value of the Property 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 $50.00 and shall resell all of the interest of the Taxing Unit in the Property described below to The Habitat

for Humanity of Williamson County Texas, Inc., whose address is 2108 North Austin Avenue, Georgetown, Texas 78626.

Property to be sold:

A tract of land being 0.13 acre tract of land in the J. Winsett Survey, Abstract 661, in the City of Taylor, Williamson County, Texas. This subject tract containing 0.13 acre according to the map of the Williamson Central Appraisal District under Tax Account R019818, and this subject tract being more particularly described as follows:

Beginning at a point which is the Southwest corner of a 0.13 acre tract conveyed to Lee Killingsworth (the "Killingsworth Tract") described in Volume 465, Page 454 of the Deed Records of Williamson County, Texas, which is the northwest corner of this subject tract; thence in an Easterly direction 125 feet along the South boundary line of the Killingsworth Tract, which is the North boundary of this subject tract to a point which is the Southeast corner of the Killingsworth Tract, which is the Northeast corner of this subject tract; thence in a southerly direction along the West boundary line of a 0.19 acre tract conveyed to Blas Lepe (the "Lepe Tract") by a deed recorded in Document #2002032246 of the Deed Records of Williamson County, Texas, which is the East boundary line of this subject tract, to a point which this boundary line intersects the North line of East 7th Street, which is the Southeast corner of this subject tract; thence in a Westerly direction along the North Boundary line of East 7th Street, which is the south boundary line of this subject tract to a point on the Northline of East 7th Street which intersects the East boundary line of Burkett Street, which is the southwest corner of this tract, thence in a northerly direction along the East boundary line of Burkett Street, which is the West boundary line of the subject tract, to a point which is the Southwest corner of the Killingsworth Tract, which is the Northwest corner of the subject tract, which is the point of beginning (Tax Account #R019818).

BE IT FURTHER RESOLVED that the Presiding Officer of the Commissioners Court of Williamson County, Texas, on the _____ day of _____, 2020 is authorized to execute a Deed without Warranty conveying the properties sold pursuant to this Resolution.

THIS RESOLUTION WAS ADOPTED this _____ day of _____, 2020 by the Commissioners Court of Williamson County, Texas.

_____

_____ (Print Name)
Presiding Officer THIS DAY
The Commissioners Court of Williamson County, Texas

_____
Attested: County Clerk

Commissioners Court - Regular Session **14.**

Meeting Date: 03/03/2020

Constable 2 Racial Profiling Report

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

Department: Commissioner Pct. #2

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting the 2019 Racial Profiling Report for Williamson County Constable Precinct Two.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2019 Racial Profiling Report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/27/2020 11:12 AM
Form Started By: Kathy Pierce		Started On: 02/27/2020 10:58 AM
Final Approval Date: 02/27/2020		

Racial Profiling Report | Full

Reporting Date: 02/27/2020

Agency Name: WILLIAMSON CO. CONST. PCT. 2
TCOLE Agency Number: 491102

Chief Administrator: RICHARD T. COFFMAN

Agency Contact Information:
Phone: (512) 260-4270
Email: rcoffman@wilco.org

Mailing Address:
350 DISCOVERY BLVD SUITE205
CEDAR PARK, TX 78613

This Agency filed a full report

WILLIAMSON CO. CONST. PCT. 2 has adopted a detailed written policy on racial profiling. Our policy:

1.) clearly defines acts constituting racial profiling;

2.) strictly prohibit peace officers employed by the WILLIAMSON CO. CONST. PCT. 2 from engaging in racial profiling;

3.) implements a process by which an individual may file a complaint with the WILLIAMSON CO. CONST. PCT. 2 if the individual believes that a peace officer employed by the WILLIAMSON CO. CONST. PCT. 2 has engaged in racial profiling with respect to the individual;

4.) provides public education relating to the agency's complaint process;

5.) requires appropriate corrective action to be taken against a peace officer employed by the WILLIAMSON CO. CONST. PCT. 2 who, after an investigation, is shown to have engaged in racial profiling in violation of the WILLIAMSON CO. CONST. PCT. 2 policy adopted under this article;

6.) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
a.) the race or ethnicity of the individual detained;
b.) whether a search was conducted and, if so, whether the individual detained consented to the search; and
c.) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

7.) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision(6) to:
a.) the Commission on Law Enforcement; and
b.) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

Executed by: William H. Beechinor, Chief Deputy

Date: 02/27/2020

Total stops: 76

Gender	
Female	30
Male	46
Race / Ethnicity	
Black	4
Asian / Pacific Islander	2
Hispanic / Latino	2
White	65
Alaska Native / American	0
Was race or ethnicity known prior to stop?	
Yes	2
No	74
Reason for stop?	
Violation of law	2
Preexisting knowledge	0
Moving traffic violation	62
Vehicle traffic violation	12
Street address or approximate location of the stop	
City street	72
US highway	2
County road	1
State highway	2
Private property or other	0
Was a search conducted?	
Yes	0
No	76
Reason for Search?	
consent	0
contraband	0
probable	0
inventory	0

ncident to arrest	0

Was Contraband discovered?

Yes	0
No	0

Description of contraband

Drugs	0
Currency	0
Weapons	0
Alcohol	0
Stolen property	0
Other	0

Result of the stop

Verbal warning	17
Written warning	36
Citation	23
Written warning and arrest	0
Citation and arrest	0
Arrest	0

Arrest based on

Violation of Penal Code	2
Violation of Traffic Law	74
Violation of City Ordinance	0
Outstanding Warrant	0

Was physical force resulting in bodily injury used during stop?

Yes	0
No	76

Submitted electronically to the

The Texas Commission on Law Enforcement

Commissioners Court - Regular Session **15.**

Meeting Date: 03/03/2020

PCT 4 2019 Racial Profiling Report

Submitted By: Brian Olson, Constable Pct. #4

Department: Constable Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on the 2019 racial profiling report from Williamson County Constable 4.

Background

On 2/25/2020, this report was approved by the court. Later that day this department was contacted regarding information contained in the report by the media. Upon further review of the report it was determined two number fields were transposed. This report is being resubmitted to TCOLE and this court as required by law.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2019 Racial Profiling Report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/27/2020 09:49 AM
Form Started By: Brian Olson		Started On: 02/27/2020 08:20 AM
Final Approval Date: 02/27/2020		

Racial Profiling Report

Agency Name:	WILLIAMSON COUNTY CONSTABLE PRECINCT 4
Reporting Date:	01/15/2020
TCOLE Agency Number:	
Chief Administrator:	CONSTABLE MARTY RUBLE
Agency Contact Information:	CHRIS JAKUBOWSKI
Phone:	(512) 352-4181
Email:	
Mailing Address:	412 VANCE ST , TAYLOR, TX 765745312

By submitting, the chief administrator affirms that the agency has a policy in place in accordance with Texas Code of Criminal Procedure §2.132, and that the policy:

(1) clearly defines acts constituting racial profiling;

(2) strictly prohibits peace officers employed by the agency from engaging in racial profiling;

(3) implements a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provides public education relating to the agency's compliment and complaint process, including providing the telephone number, mailing address, and e-mail address to make a compliment or complaint with respect to each ticket, citation, or warning issued by a peace officer;

(5) requires appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) requires collection of information relating to motor vehicle stops in which a ticket, citation, or warning is issued and to arrests made as a result of those stops, including information relating to:

(A) the race or ethnicity of the individual detained;

(B) whether a search was conducted and, if so, whether the individual detained consented to the search;

(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

(D) whether the peace officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop;

(E) the location of the stop; and

(F) the reason for the stop; and

(7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

(A) the Texas Commission on Law Enforcement; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

Executed by: Chief Administrator
Date: 03/01/2019

Agency Racial Profiling Information

Total stops: 311

1. Gender
CCP 2.133(b)(1)(a)

1.1 Female:	138
1.2 Male:	173

2. Race or ethnicity
CCP 2.132(a)(3), 2.132(b)(6)(A), 2.133(b)(1)(B)

2.1 Black:	35
2.2 Asian/Pacific Islander:	5
2.3 White:	238
2.4 Hispanic/Latino:	28
2.5 Alaska Native/American Indian:	5

3. Was race or ethnicity known prior to stop?
CCP 2.132(b)(6)(C)

3.1 Yes:	9
3.2 No:	302

4. Reason for stop?
CCP 2.132(b)(6)(F), 2.133(b)(2)

4.1 Violation of law:	80
4.2 Pre-existing knowledge:	0
4.3 Moving traffic violation:	163
4.4 Vehicle traffic violation:	68

5. Street address or approximate location of the stop
CCP 2.132(b)(6)(E), 2.133(b)(7)

5.1 City street:	179
5.2 US highway:	92
5.3 County road:	22
5.4 State highway:	15
5.5 Private property or other:	3

6. Was a search conducted?
CCP 2.132(b)(6)(B), 2.133(b)(3)

6.1 Yes:	5
6.2 No:	306

7. Reason for Search?

7.1 Consent:	2	CCP 2.132(b)(6)(B), 2.133(b)(3)
7.2 Contraband in plain view:	1	CCP 2.133(b)(5)(A)
7.3 Probable cause:	0	CCP 2.133(b)(5)(B)
7.4 Inventory:	2	CCP 2.133(b)(5)(C)
7.5 Incident to arrest:	0	CCP 2.133(b)(5)(C)

8. Was Contraband discovered?

CCP 2.133(b)(4)

8.1 Yes:	1
8.2 No:	4

9. Description of contraband

CCP 2.133(b)(4)

9.1 Drugs:	1
9.2 Currency:	0
9.3 Weapons:	0
9.4 Alcohol:	0
9.5 Stolen property:	0
9.6 Other:	0

10. Result of the stop

10.1 Verbal warning:	257	CCP 2.133(b)(8)
10.2 Written warning:	5	CCP 2.133(b)(8)
10.3 Citation:	49	CCP 2.133(b)(8)
10.4 Written warning and arrest:	0	
10.5 Citation and arrest:	0	
10.6 Arrest:	0	CCP 2.133(b)(6)

Arrest Total = 0

11. Arrest based on

CCP 2.133(b)(6)

11.1 Violation of Penal Code:	0
11.2 Violation of Traffic Law:	22
11.3 Violation of City Ordinance:	0
11.4 Outstanding Warrant:	0

12. Was physical force resulting in bodily injury used during stop?

CCP 2.132(b)(6)(D), 2.133(b)(9)

12.1 Yes:	0
12.2 No:	311

Commissioners Court - Regular Session **16.**

Meeting Date: 03/03/2020

Justice of the Peace 4 December 2019 and January 2020 Monthly Reports

Submitted By: Veronica Bolander, J.P. Pct. #4

Department: J.P. Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, December 2019 and January 2020 Monthly Reports in compliance with Code of Crim. Proc. § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP4 EOM DEC 2019

JP4 EOM JAN 2020

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/27/2020 10:25 AM

Form Started By: Veronica Bolander Started On: 02/27/2020 10:11 AM

Final Approval Date: 02/27/2020

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared Stacy Hackenberg, Justice of the Peace, Precinct 4, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of December 2019.

S Hackenberg

JUSTICE COURT PRECINCT 4 WILLIAMSON COUNTY, TEXAS

STACY HACKENBERG
JUSTICE OF THE PEACE
PRECINCT FOUR

On this 25th day of February 2020, to certify which witness my hand and seal of office.

NOTARY PUBLIC STATE OF TEXAS
VERONICA BOLANDER
My Notary ID # 2676312
Expires October 29, 2023

Veronica Bolander

NOTARY PUBLIC in and for the State of Texas

Payment Report - Transaction/Adjustment Detail

Transaction Date: **12/01/2019 - 12/31/2019** Case Categories: **Appellate; Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP4**

Final Totals		Fee Totals	Transaction Totals
Total Payments		**45,156.38**	**45,156.38**
Total Adjustments Impacting Payments		**(152.00)**	**(152.00)**
Final Fee Code Totals		**45,004.38**	**45,004.38**
Tender Method Summary			
Tender Types	Cash	4,052.25	4,052.25
	Cashier's Check	425.00	425.00
	Certified Payments Credit Card	2,599.63	2,599.63
	Check	15,748.10	15,748.10
	Community Service	607.20	607.20
	Credit Card	4,444.70	4,444.70
	E-File Credit Card	5,170.00	5,170.00
	Money Order	2,419.00	2,419.00
	Over-the-counter Credit Card	8,266.50	8,266.50
	Waived	1,424.00	1,424.00

Payment Report - G/L and Fund Summary

Transaction Date: **12/01/2019 - 12/31/2019** Case Categories: **Appellate; Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP4**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207017 - Collections Agency Fee	L-004-4-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	358.24
01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	L-9999999999999: PlaceHolder - Change ME (liabilities)	25.00
01-0100-0000-341801 - FEES OF OFFICE, JP PCT-1	L-9999999999999: PlaceHolder - Change ME (liabilities)	7.83
01-0100-0000-341804 - FEES OF OFFICE, JP PCT-4	L-9999999999999: PlaceHolder - Change ME (liabilities)	9,957.49
01-0100-0000-341901 - CIVIL FEES/OFFICE, CONST 1	L-9999999999999: PlaceHolder - Change ME (liabilities)	2,080.00
01-0100-0000-341902 - CIVIL FEES/OFFICE, CONST 2	L-9999999999999: PlaceHolder - Change ME (liabilities)	150.00
01-0100-0000-341904 - CIVIL FEES/OFFICE, CONST 4	L-9999999999999: PlaceHolder - Change ME (liabilities)	7,090.00
01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4	L-9999999999999: PlaceHolder - Change ME (liabilities)	218.91
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-4-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	15.32
01-0100-0000-351304 - FINES, JP PCT-4	L-9999999999999: PlaceHolder - Change ME (liabilities)	9,541.15
01-0399-0000-208354 - Judicial/Court Train Fee Due to State	L-004-4-01-0399-0000-208354: 01-0399-0000-208354 - Judicial/Court Train Fee Due to State	1,665.00
	0100 - General Fund Total:	**31,108.94**
0360 - Courthouse Security Fund		
01-0360-0000-341150 - COURTHOUSE SECURITY FEES	L-9999999999999: PlaceHolder - Change ME (liabilities)	224.80
	0360 - Courthouse Security Fund Total:	**224.80**
0361 - JP Security Fund		
01-0361-0000-341154 - JP 4 SECURITY FEES	L-9999999999999: PlaceHolder - Change ME (liabilities)	74.95
	0361 - JP Security Fund Total:	**74.95**
0369 - JP-4 Truancy Program Fund		
01-0369-0000-370000 - JP-4 Truancy Program Fees	L-004-4-01-0369-0000-370000: 01-0369-0000-370000 - JP-4 Truancy Program Fee	374.67
	0369 - JP-4 Truancy Program Fund Total:	**374.67**
0372 - Justice Court Technology Fund		
01-0372-0000-341144 - JP 4 TECHNOLOGY FEES	L-9999999999999: PlaceHolder - Change ME (liabilities)	299.76
	0372 - Justice Court Technology Fund Total:	**299.76**

Payment Report - G/L and Fund Summary

Transaction Date: **12/01/2019 - 12/31/2019** Case Categories: **Appellate; Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP4**

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208022 - Justice Courts Civil Electronic Filing	L-004-4-01-0399-0000-208022: 01-0399-0000-208022 - JP Ct. Civil Electronic Filing Fee	3,330.00
01-0399-0000-208034 - JP 4 Truancy Prev/Diversion - State	L-004-4-01-0399-0000-208034: 01-0399-0000-208034 - JP 4 Truancy Prev/Diversion - State	149.55
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-9999999999999: PlaceHolder - Change ME (liabilities)	2,997.72
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-9999999999999: PlaceHolder - Change ME (liabilities)	299.75
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-9999999999999: PlaceHolder - Change ME (liabilities)	449.60
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-9999999999999: PlaceHolder - Change ME (liabilities)	143.83
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-9999999999999: PlaceHolder - Change ME (liabilities)	6.25
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-4-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	202.20
01-0399-0000-208426 - State Traffic Fine Due To State	L-004-4-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	2,273.74
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-9999999999999: PlaceHolder - Change ME (liabilities)	149.81
01-0399-0000-208822 - JP CIVIL LEGAL FEE FOR INDIGEN	L-9999999999999: PlaceHolder - Change ME (liabilities)	1,998.00
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-9999999999999: PlaceHolder - Change ME (liabilities)	756.35
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-9999999999999: PlaceHolder - Change ME (liabilities)	164.46
	0399 - State Agency Fund Total:	**12,921.26**
	Fee Totals for All Funds:	**45,004.38**

Payment Report - Fee Code Summary

Transaction Date: **12/01/2019 - 12/31/2019** Case Categories: **Appellate; Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP4**

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
AB	Abstract	10.00	1	0.00	0	0.00	0	10.00	1
AFCA4	Arrest/Service Fee - Const. Pct. 4	5.00	1	0.00	0	0.00	0	5.00	1
AFDPS	Arrest Fee - DPS (CCP 102.011)	141.52	34	0.00	0	0.00	0	141.52	34
AFGRPD	Arrest Fee - Granger Police Department	0.85	1	0.00	0	0.00	0	0.85	1
AFHISD	Hutto ISD PD - JP4 Conversion	0.63	1	0.00	0	0.00	0	0.63	1
AFPW	Arrest Fee - Texas P&W (CCP 102.011)	2.31	1	0.00	0	0.00	0	2.31	1
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	217.90	53	0.89	1	(5.00)	1	213.79	55
CC	Certified Copies	11.25	1	0.00	0	0.00	0	11.25	1
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	3,030.59	94	7.13	1	(40.00)	1	2,997.72	96
CCOP	Civil Copies	5.25	1	0.00	0	0.00	0	5.25	1
CERT	Certified Copy	6.00	1	0.00	0	0.00	0	6.00	1
CFINE	County Fine	9,518.05	88	100.00	1	(76.90)	1	9,541.15	90
CHS	Courthouse Security Fee (CCP 102.017)	227.27	94	0.53	1	(3.00)	1	224.80	96
CHSJC	JP Security Fee (CCP 102.017)	75.77	94	0.18	1	(1.00)	1	74.95	96
CJS	Criminal Judicial Support Fee (LGC 103.105)	409.55	86	1.07	1	(6.00)	1	404.62	88
COLLFEE	Collection Agency Fee	338.86	7	19.38	1	0.00	0	358.24	8
COMM	Commitment - JP4 eDoc Conversion	5.00	1	0.00	0	0.00	0	5.00	1
CONT1	Constable Service Fee Pct #1	1,330.00	15	0.00	0	0.00	0	1,330.00	15
CONT4	Constable Service Fee Pct #4	5,600.00	57	0.00	0	0.00	0	5,600.00	57
COPIES	Copies	7.50	1	0.00	0	0.00	0	7.50	1
CSFF	Child Safety Fee (CCP 102.014(d))	2.24	1	0.00	0	0.00	0	2.24	1
CVF	Eviction Filing Fee	250.00	12	0.00	0	0.00	0	250.00	12
DDF	Deferred Disposition Fee	500.00	7	0.00	0	(100.00)	1	400.00	8
DIS	Dismissal Fee	60.00	6	0.00	0	0.00	0	60.00	6
DSC	Driver's Safety Course Fee (CCP 45.0511(f1))	302.01	32	0.00	0	0.00	0	302.01	32
EFF	Electronic Filing Fee	3,330.00	295	0.00	0	0.00	0	3,330.00	295
IDF	Indigent Defense Fee (LGC 133.107)	151.45	94	0.36	1	(2.00)	1	149.81	96
ISF	Indigent Legal Services Fee	1,998.00	295	0.00	0	0.00	0	1,998.00	295
JCF	Civil Filing Fee	8,050.00	282	0.00	0	0.00	0	8,050.00	282
JCTF	Judicial/Court Training Fee Due to State	1,665.00	295	0.00	0	0.00	0	1,665.00	295
JCTF	Justice Court Technology Fee (CCP 102.0173)	303.05	94	0.71	1	(4.00)	1	299.76	96

Payment Report - Fee Code Summary

Transaction Date: **12/01/2019 - 12/31/2019** Case Categories: **Appellate; Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP4**

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
JFR	Jury Reimbursement Fee (CCP 102.0045)	303.04	94	0.71	1	(4.00)	1	299.75	96
JTP	Juvenile Truancy Program (CCP 102.0174)	378.78	94	0.89	1	(5.00)	1	374.67	96
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	7.50	8	0.00	0	0.00	0	7.50	8
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	7.50	8	0.00	0	0.00	0	7.50	8
JUSFC	Judicial Support Fund - County (LGC 133.105)	4.50	8	0.00	0	0.00	0	4.50	8
JUSFS	Judicial Support Fund - State (LGC 133.105)	40.48	8	0.00	0	0.00	0	40.48	8
MVF	Moving Violation Fee (CCP 102.022)	6.33	75	0.02	1	(0.10)	1	6.25	77
REL	Release - JP4 eDoc Conversion	5.00	1	0.00	0	0.00	0	5.00	1
SCFF	Small Claims Filing Fee	25.00	1	0.00	0	0.00	0	25.00	1
SEF	Special Expense Fee	311.33	4	0.00	0	0.00	0	311.33	4
SFC4	Service/Arrest Fee - Const. 4	6.90	3	0.00	0	0.00	0	6.90	3
SFMCWV	State Fine - Motor Carrier Weight Violation	756.35	2	0.00	0	0.00	0	756.35	2
STF	State Traffic Fee (TC 542.4031)	196.85	13	5.35	1	0.00	0	202.20	14
STFS	State Traffic Fine Due To State (HB2048)	2,323.74	52	0.00	0	(50.00)	1	2,273.74	53
TFC	Traffic	139.62	58	0.53	1	(3.00)	1	137.15	60
TP	Time Payment Fee	87.72	7	0.00	0	0.00	0	87.72	7
TPC	Time Payment Fee - County	14.82	16	0.50	1	0.00	0	15.32	17
TPDF	Truancy Prevention and Diversion Fund - JP4 eDoc Conversion	136.19	85	0.36	1	(2.00)	1	134.55	87
TPS	Time Payment Fee - State	74.26	16	2.48	1	0.00	0	76.74	17
TPWF	Texas P&W Fine	25.00	1	0.00	0	0.00	0	25.00	1
UFA	Uniform Traffic Act (TC 542.403)	19.49	7	0.00	0	0.00	0	19.49	7
WARC4	Warrant Fee - Constable Pct. 4	198.10	8	8.91	1	0.00	0	207.01	9
WCSO	Williamson County Sheriff	7.83	1	0.00	0	0.00	0	7.83	1
WEXEC	Writ of Execution	10.00	2	0.00	0	0.00	0	10.00	2
WGAR	Writ of Garnishment	60.00	12	0.00	0	0.00	0	60.00	12
WPOSS	Writ of Possession	65.00	14	0.00	0	0.00	0	65.00	14
WS	Civil Service Fee	140.00	2	0.00	0	0.00	0	140.00	2
WSF1	JP1 - Writ Service Fee	600.00	4	150.00	1	0.00	0	750.00	5
WSF2	JP2 - Writ Service Fee	150.00	1	0.00	0	0.00	0	150.00	1
WSF4	JP4 - Writ Service Fee	1,500.00	11	0.00	0	(150.00)	1	1,350.00	12

Payment Report - Fee Code Summary

Transaction Date: **12/01/2019 - 12/31/2019** Case Categories: **Appellate; Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP4**

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	45,156.38	2,661	300.00	19	(452.00)	16	45,004.38	2,696

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared Stacy Hackenberg, Justice of the Peace, Precinct 4, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of January 2020.

S Hackenberg

JUSTICE COURT PRECINCT 4 WILLIAMSON COUNTY TEXAS

STACY HACKENBERG
JUSTICE OF THE PEACE
PRECINCT FOUR

On this 27th day of February 2020, to certify which witness my hand and seal of office.

NOTARY PUBLIC STATE OF TEXAS
VERONICA BOLANDER
My Notary ID # 2676312
Expires October 29, 2023

Veronica Bolander

NOTARY PUBLIC in and for the State of Texas

Payment Report - Transaction/Adjustment Detail

Transaction Date: **01/01/2020 - 01/31/2020** Case Categories: **Appellate; Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP4**

Final Totals		Fee Totals	Transaction Totals
Total Payments		**37,359.55**	**37,359.55**
Total Adjustments Impacting Payments		**0.00**	**0.00**
Final Fee Code Totals		**37,359.55**	**37,359.55**
Tender Method Summary			
Tender Types	Cash	3,459.20	3,459.20
	Cashier's Check	135.00	135.00
	Certified Payments Credit Card	6,382.70	6,382.70
	Check	8,211.00	8,211.00
	Credit Card	2.00	2.00
	E-File Credit Card	9,764.25	9,764.25
	Money Order	1,125.10	1,125.10
	Over-the-counter Credit Card	8,280.30	8,280.30

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **01/01/2020 - 01/31/2020** Case Categories: **Appellate; Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP4**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207017 - Collections Agency Fee	L-004-4-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	421.16
01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	L-9999999999999: PlaceHolder - Change ME (liabilities)	208.19
01-0100-0000-341801 - FEES OF OFFICE, JP PCT-1	L-9999999999999: PlaceHolder - Change ME (liabilities)	15.00
01-0100-0000-341804 - FEES OF OFFICE, JP PCT-4	L-9999999999999: PlaceHolder - Change ME (liabilities)	6,252.94
01-0100-0000-341901 - CIVIL FEES/OFFICE, CONST 1	L-9999999999999: PlaceHolder - Change ME (liabilities)	3,820.00
01-0100-0000-341904 - CIVIL FEES/OFFICE, CONST 4	L-9999999999999: PlaceHolder - Change ME (liabilities)	8,850.00
01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4	L-9999999999999: PlaceHolder - Change ME (liabilities)	238.26
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-4-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	39.53
01-0100-0000-351304 - FINES, JP PCT-4	L-9999999999999: PlaceHolder - Change ME (liabilities)	6,221.64
01-0399-0000-208354 - Judicial/Court Train Fee Due to State	L-004-4-01-0399-0000-208354: 01-0399-0000-208354 - Judicial/Court Train Fee Due to State	1,105.00
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-001-9999999999999: Liability Place Holder	112.00
	0100 - General Fund Total:	**27,283.72**
0360 - Courthouse Security Fund		
01-0360-0000-341150 - COURTHOUSE SECURITY FEES	L-9999999999999: PlaceHolder - Change ME (liabilities)	68.89
	0360 - Courthouse Security Fund Total:	**68.89**
0361 - JP Security Fund		
01-0361-0000-341154 - JP 4 SECURITY FEES	L-9999999999999: PlaceHolder - Change ME (liabilities)	106.44
	0361 - JP Security Fund Total:	**106.44**
0369 - JP-4 Truancy Program Fund		
01-0369-0000-341917 - JP4 Truant Conduct (HB 2398)	L-004-4-01-341917: 01-0369-0000-341917 - JP4 Truant Conduct (HB 2398)	250.00
01-0369-0000-370000 - JP-4 Truancy Program Fees	L-004-4-01-0369-0000-370000: 01-0369-0000-370000 - JP-4 Truancy Program Fee	219.15
	0369 - JP-4 Truancy Program Fund Total:	**469.15**
0372 - Justice Court Technology Fund		
01-0372-0000-341144 - JP 4 TECHNOLOGY FEES	L-9999999999999: PlaceHolder - Change ME (liabilities)	175.28
	0372 - Justice Court Technology Fund Total:	**175.28**

Payment Report - G/L and Fund Summary

Transaction Date: **01/01/2020 - 01/31/2020** Case Categories: **Appellate; Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP4**

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208022 - Justice Courts Civil Electronic Filing	L-004-4-01-0399-0000-208022: 01-0399-0000-208022 - JP Ct. Civil Electronic Filing Fee	2,210.00
01-0399-0000-208034 - JP 4 Truancy Prev/Diversion - State	L-004-4-01-0399-0000-208034: 01-0399-0000-208034 - JP 4 Truancy Prev/Diversion - State	86.97
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-9999999999999: PlaceHolder - Change ME (liabilities)	1,752.35
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-4-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3	496.00
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-9999999999999: PlaceHolder - Change ME (liabilities)	175.29
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-9999999999999: PlaceHolder - Change ME (liabilities)	263.02
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-9999999999999: PlaceHolder - Change ME (liabilities)	146.85
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-9999999999999: PlaceHolder - Change ME (liabilities)	3.46
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-4-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	109.10
01-0399-0000-208426 - State Traffic Fine Due To State	L-004-4-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	1,594.74
01-0399-0000-208426 - State Traffic Fine Due to State 2020	L-004-4-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	50.00
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-9999999999999: PlaceHolder - Change ME (liabilities)	87.72
01-0399-0000-208822 - JP CIVIL LEGAL FEE FOR INDIGEN	L-9999999999999: PlaceHolder - Change ME (liabilities)	1,326.00
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-9999999999999: PlaceHolder - Change ME (liabilities)	850.00
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-9999999999999: PlaceHolder - Change ME (liabilities)	104.57
	0399 - State Agency Fund Total:	**9,256.07**
	Fee Totals for All Funds:	**37,359.55**

Payment Report - Fee Code Summary

Transaction Date: **01/01/2020 - 01/31/2020** Case Categories: **Appellate; Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP4**

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	30.00	6	0.00	0	0.00	0	30.00	6
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	10.00	2	0.00	0	0.00	0	10.00	2
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	496.00	8	0.00	0	0.00	0	496.00	8
2020CDF	Compliance Dismissal Fine	50.00	5	0.00	0	0.00	0	50.00	5
2020DSCM	Driving Safety Course Mandatory CCP 45. 0511(f)(1)	40.00	4	0.00	0	0.00	0	40.00	4
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	112.00	8	0.00	0	0.00	0	112.00	8
2020LTF	Local Traffic Fine (TC 542.403)	15.00	5	0.00	0	0.00	0	15.00	5
2020STF	State Traffic Fine (TC 542.4031)	250.00	5	0.00	0	0.00	0	250.00	5
2020TPF	Time Payment Fee CCP 102.030	30.00	2	0.00	0	0.00	0	30.00	2
AFDPS	Arrest Fee - DPS (CCP 102.011)	113.45	28	0.00	0	0.00	0	113.45	28
AFHISD	Hutto ISD PD - JP4 Conversion	0.62	1	0.00	0	0.00	0	0.62	1
AFPW	Arrest Fee - Texas P&W (CCP 102.011)	3.40	1	0.00	0	0.00	0	3.40	1
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	88.03	29	0.00	0	0.00	0	88.03	29
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	1,752.35	64	0.00	0	0.00	0	1,752.35	64
CCOP	Civil Copies	1.25	1	0.00	0	0.00	0	1.25	1
CERT	Certified Copy	13.25	2	0.00	0	0.00	0	13.25	2
CFINE	County Fine	6,121.64	63	0.00	0	0.00	0	6,121.64	63
CHS	Courthouse Security Fee (CCP 102.017)	131.54	64	0.00	0	0.00	0	131.54	64
CHSJC	JP Security Fee (CCP 102.017)	43.79	64	0.00	0	0.00	0	43.79	64
CJS	Criminal Judicial Support Fee (LGC 103.105)	140.67	43	0.00	0	0.00	0	140.67	43
COLLFEE	Collection Agency Fee	421.16	9	0.00	0	0.00	0	421.16	9
COMM	Commitment - JP4 eDoc Conversion	3.70	3	0.00	0	0.00	0	3.70	3
CONT1	Constable Service Fee Pct #1	2,170.00	25	0.00	0	0.00	0	2,170.00	25
CONT4	Constable Service Fee Pct #4	6,300.00	59	0.00	0	0.00	0	6,300.00	59
DDF	Deferred Disposition Fee	100.00	2	0.00	0	0.00	0	100.00	2
DIS	Dismissal Fee	20.00	2	0.00	0	0.00	0	20.00	2
DSC	Driver's Safety Course Fee (CCP 45.0511(f1))	112.79	12	0.00	0	0.00	0	112.79	12
EFF	Electronic Filing Fee	2,210.00	203	0.00	0	0.00	0	2,210.00	203
IDF	Indigent Defense Fee (LGC 133.107)	87.72	64	0.00	0	0.00	0	87.72	64
ISF	Indigent Legal Services Fee	1,326.00	203	0.00	0	0.00	0	1,326.00	203

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **01/01/2020 - 01/31/2020** Case Categories: **Appellate; Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP4**

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
JCF	Civil Filing Fee	5,425.00	199	0.00	0	0.00	0	5,425.00	199
JCTF	Judicial/Court Training Fee Due to State	1,105.00	203	0.00	0	0.00	0	1,105.00	203
JCTF	Justice Court Technology Fee (CCP 102.0173)	175.28	64	0.00	0	0.00	0	175.28	64
JFR	Jury Reimbursement Fee (CCP 102.0045)	175.29	64	0.00	0	0.00	0	175.29	64
JTP	Juvenile Truancy Program (CCP 102.0174)	219.15	64	0.00	0	0.00	0	219.15	64
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	20.39	21	0.00	0	0.00	0	20.39	21
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	20.39	21	0.00	0	0.00	0	20.39	21
JUSFC	Judicial Support Fund - County (LGC 133.105)	12.23	21	0.00	0	0.00	0	12.23	21
JUSFS	Judicial Support Fund - State (LGC 133.105)	110.12	21	0.00	0	0.00	0	110.12	21
MVF	Moving Violation Fee (CCP 102.022)	3.46	43	0.00	0	0.00	0	3.46	43
REL	Release - JP4 eDoc Conversion	3.70	3	0.00	0	0.00	0	3.70	3
SCFF	Small Claims Filing Fee	100.00	4	0.00	0	0.00	0	100.00	4
SFC4	Service/Arrest Fee - Const. 4	11.91	4	0.00	0	0.00	0	11.91	4
SFMCWV	State Fine - Motor Carrier Weight Violation	850.00	4	0.00	0	0.00	0	850.00	4
STF	State Traffic Fee (TC 542.4031)	109.10	11	0.00	0	0.00	0	109.10	11
STFS	State Traffic Fine Due To State (HB2048)	1,394.74	34	0.00	0	0.00	0	1,394.74	34
TCC	Truancy Court Cost (HB2398)	250.00	5	0.00	0	0.00	0	250.00	5
TCCF	Truant Conduct Contempt Fine - Child	100.00	2	0.00	0	0.00	0	100.00	2
TFC	Traffic	48.42	29	0.00	0	0.00	0	48.42	29
TP	Time Payment Fee	56.94	9	0.00	0	0.00	0	56.94	9
TPC	Time Payment Fee - County	9.53	10	0.00	0	0.00	0	9.53	10
TPDF	Truancy Prevention and Diversion Fund - JP4 eDoc Conversion	46.19	42	0.00	0	0.00	0	46.19	42
TPS	Time Payment Fee - State	47.63	10	0.00	0	0.00	0	47.63	10
TPWF	Texas P&W Fine	208.19	4	0.00	0	0.00	0	208.19	4
UFA	Uniform Traffic Act (TC 542.403)	46.18	16	0.00	0	0.00	0	46.18	16
WARC4	Warrant Fee - Constable Pct. 4	226.35	12	0.00	0	0.00	0	226.35	12
WEXEC	Writ of Execution	40.00	8	0.00	0	0.00	0	40.00	8
WGAR	Writ of Garnishment	45.00	10	0.00	0	0.00	0	45.00	10
WPOSS	Writ of Possession	105.00	24	0.00	0	0.00	0	105.00	24
WSF1	JP1 - Writ Service Fee	1,650.00	11	0.00	0	0.00	0	1,650.00	11

Payment Report - Fee Code Summary

Transaction Date: **01/01/2020 - 01/31/2020** Case Categories: **Appellate; Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP4**

Fee Code Summary									
Code Word	**Description**	**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
WSF4	JP4 - Writ Service Fee	2,550.00	20	0.00	0	0.00	0	2,550.00	20

Payment Report - Fee Code Summary

Transaction Date: **01/01/2020 - 01/31/2020** Case Categories: **Appellate; Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP4**

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	37,359.55	1,980	0.00	0	0.00	0	37,359.55	1,980

Commissioners Court - Regular Session **17.**

Meeting Date: 03/03/2020

Texas Class

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

Department: County Treasurer

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve both a Resolution to Participate in the Texas Cooperative Liquid Assets Securities System Trust (Texas Class) investment pool administered by Public Trust Advisors, LLC and the Eighth Amended and Restated Texas Class Trust Agreement dated effective as of April 8, 2019; and to authorize, empower, and direct Scott Heselmeyer, Williamson County Treasurer, as the Investment Officer of Williamson County to do and perform all acts and things and to execute, acknowledge, and deliver in the name and on behalf of Williamson County all certificates, instruments, and other papers as may be necessary or desirable, from time to time, in order to carry out the terms and provisions of the Resolution and of the Trust Agreement.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution to Participate

Trust Agreement

Texas Class Information

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/27/2020 10:35 AM

Form Started By: David Heselmeyer Started On: 02/27/2020 10:28 AM

Final Approval Date: 02/27/2020

Resolution to Participate

Texas Cooperative Liquid Assets Securities System Trust

(Texas Class)

WHEREAS, the Public Funds Investment Act, Texas Government Code, Section 2256.001 et seq. (the Act) requires the governing body of each local government in this state to adopt investment policies in accordance with the terms of the Act; and

WHEREAS, pursuant to the requirements of the Act, the Commissioners Court (the Governing Body) of Williamson County (the Local Government) has previously reviewed and adopted an investment policy (the Policy) that provides in part that the funds of the Local Government will be invested in investments permitted by the Act in order to: (i) invest only in investments legally permitted under Texas law; (ii) minimize risk by managing portfolio investments so as to preserve principal and maintain a stable net asset value; (iii) manage portfolio investments to ensure that cash will be available as required to finance operations; and (iv) maximize current income to the degree consistent with legality, safety, and liquidity; and

WHEREAS, pursuant to the Policy and the Act, the Local Government has appointed Scott Heselmeyer, County Treasurer (the Investment Officer) to act as the Investment Officer of the Local Government; and

WHEREAS, the Act provides that funds under the control of a Local Government may be invested through investment pools meeting the standards of Section 2256.016 of the Act; and

WHEREAS, the Local Government has received and reviewed the Information Statement, dated December 2016 (the Information Statement), of Texas Cooperative Liquid Assets Securities System Trust (the Program), an investment pool administered by Public Trust Advisors, LLC that sets forth the information required by Section 2256.016(b) of the Act; and

WHEREAS, the Local Government has determined that the investments proposed to be acquired by the Program are of a type that are permitted by the Act and are consistent with the Policy; and

WHEREAS, the Local Government has determined that an investment in the Program will assist the Local Government in achieving the goals set forth in the Policy and will tend to preclude imprudent investment activities arising out of investment transactions conducted between the Local Government and the Program; and

WHEREAS, the Local Government understands that the Program operates through the Eighth Amended and Restated Trust Agreement dated as of April 8, 2019 (the Trust Agreement), that provides the terms on which the Program will operate and the rights of the Participants in the Program and sets forth the responsibilities of Public Trust Advisors, LLC as the administrator of the Program (the Administrator) and of Wells Fargo Bank as custodian (the Custodian);

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE LOCAL GOVERNMENT:

That the form, terms, and provisions of the Trust Agreement, a draft of which was presented and reviewed at this meeting, providing for the creation of the Program and for the rights of the Program Participants and the duties and responsibilities of the Administrator be and the same are hereby approved and adopted; and that the Investment Officer be and he or she is hereby authorized and directed to execute and deliver to the Administrator and the Custodian in the name and on behalf of the Local Government a participation certificate evidencing the agreement of the Local Government to be bound by the Trust Agreement substantially in the form of the Trust Agreement reviewed and approved at this meeting, together with such changes therein as may be approved by the said officer, such approval to be conclusively evidenced by the execution thereof; and be it further

Resolved that the investment program established by the Trust Agreement is hereby found and determined to be consistent with the Policy and to preclude imprudent investment activities arising out of investment transactions conducted between the Local Government and the Program; and be it further

Resolved that the Governing Body hereby officially finds and determines that the facts and recitations contained in the preamble of this Resolution are true and correct; and be it further

Resolved that the Governing Body hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted for the time required by law preceding this meeting and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter thereof were discussed, considered, and formally acted upon all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and the Act; and be it further

Resolved that the officers of the Local Government, and each of them, shall be and each is expressly authorized, empowered, and directed from time-to-time to do and perform all acts and things and to execute, acknowledge, and deliver in the name and under the corporate seal and on behalf of the Local Government all certificates, instruments, and other papers, whether or not herein mentioned, as they may determine to be necessary or desirable in order to carry out the terms and provisions of this Resolution and of the Trust Agreement hereby authorized and approved, such determination to be conclusively evidenced by the performance of such acts and things and the execution of any such certificate, financing statement, instrument, or other paper; and be it further

Resolved that this Resolution shall take effect and be in full force upon and after its passage.

Dated: _____ ____, 2020

_____

Bill Gravell, Jr., Williamson County Judge

Texas CLASS®

Trust Agreement

April 8, 2019

Texas Cooperative Liquid Assets Securities System Trust

Texas Cooperative Liquid Assets Securities System Trust

EIGHTH AMENDED AND RESTATED

Trust Agreement

Dated as of April 8, 2019

by and among

The Texas Participants
that have entered into this Agreement,

Wells Fargo Bank, N.A., as Custodian

and

Public Trust Advisors, LLC, as Program Administrator

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PREAMBLE

This Eighth Amended and Restated Trust Agreement dated as of April 8, 2019 (the Agreement) is by and among the Texas local governmental entities and public entities that have taken the actions required by Section 2256.016 of the Public Funds Investment Act, Texas Government Code, and that have either executed this Agreement or counterparts of this Agreement or Participation Certificates pursuant to Section 2.3 hereof (the Participants), Wells Fargo Bank, N.A., as Custodian (the Custodian) and Public Trust Advisors, LLC, (the Program Administrator) and amends and restates that certain Seventh Amended and Restated Trust Agreement dated as of August 5, 2016, among the Participants, the Custodian and Public Trust Advisors, LLC the Program Administrator.

WHEREAS, each Participant is permitted pursuant to Section 2256.016 of the Public Funds Investment Act, Texas Government Code, to pool its funds, or funds under its control, with any similar funds in the treasury of other Participants for the purpose of investing such funds in statutory permitted investments; and

WHEREAS, each Participant will receive a substantial benefit by agreeing to invest such funds in concert with the other Participants because of economies of scale; and

WHEREAS, it will increase the efficiency of such investment if the funds to be invested in concert are held by one entity, the Custodian, which will hold such funds and investments in its capacity as custodian for the benefit of the Participants; and

WHEREAS, it will increase the efficiency of such investment if the advisory, recordkeeping, and other administrative functions are performed by one entity, the Program Administrator, acting on behalf of the Board of Trustees (as hereinafter defined) and the Participants and if the investment instructions of the Participants are transmitted through one entity, the Program Administrator, to the Custodian.

NOW, THEREFORE, in consideration of the premises and the representations, warranties, covenants, and agreements contained herein, each party hereto agrees that all moneys, assets, securities, and property now or hereafter acquired by the Trust (as hereinafter defined) shall be held and managed in trust by the Board of Trustees (as hereinafter defined) for the equal and proportionate benefit of the Participants without privilege, priority, or distinction among the Participants and subject to the terms, covenants, conditions, purpose, and provisions hereof as follows:

ARTICLE I

The Trust and Definitions

1.1 The Trust

(a) The name of the Trust created by this Agreement shall be Texas Cooperative Liquid Assets Securities System Trust or Texas CLASS. The Board of Trustees retains all rights to the use of the names Texas CLASS and Texas Cooperative Liquid Assets Securities System Trust, and neither the Program Administrator nor the Custodian shall use the name without express consent of the Board of Trustees as reflected in the minutes of the Board of Trustees or another written document approved by the Board of Trustees. Any and all reports, information, data, statistics, forms, plans, procedures, studies, and any other communications or form of knowledge prepared or assembled by the Program Administrator for the specific and exclusive benefit of the Board of Trustees or Texas CLASS shall become the property of the Board of Trustees and shall not be made available to any individual, company, or organization without the prior written approval of the Board of Trustees or except as required by law. So far as may be practicable and pursuant to the provisions of this Trust Agreement, the Custodian and the Board of Trustees shall conduct the Trust's activities, execute all documents, and sue or be sued under either of the foregoing names.

(b) The purpose of the Trust is to establish one or more investment pools for the Participants pursuant to Section 2256.016 of the Public Funds Investment Act, Texas Government Code, through which a Participant may pool any of its funds or funds under its control with the same such funds of any other Participant in order to preserve principal, to maintain the liquidity of the Participant, and to maximize yield in accordance with the Public Funds Investment Act (the Act), Section 2256.001, et seq., Texas Government Code or other laws of the state of Texas, from time-to-time in effect, governing the investment of funds of a Participant or funds under its control.

(c) The Trust shall maintain an office of record in the state of Texas and may maintain such other offices or places of business as the Board of Trustees may from time-to-time determine. The initial office of record of the Trust shall be: c/o Bracewell LLP, Attention: Julie M. Partain, Esq., 1445 Ross Avenue, Ste 3800 Dallas, Texas 75202. The office of record may be changed from time-to-time by resolution of the Board of Trustees, and notice of such change of the office of record shall be given to each Participant, the Custodian and the Program Administrator.

(d) (i) The Trust shall be a trust organized and existing under the laws of the state of Texas. The Trust is not intended to be, shall not be deemed to be, and shall not be treated as a general partnership, limited partnership, joint venture, corporation, investment company, or joint stock company. The Participants shall be beneficiaries of the Trust, and their relationship to the Board of Trustees shall be solely in their

capacity as Participants and beneficiaries in accordance with the rights conferred upon them hereunder.

(ii) This Agreement is an agreement creating one or more investment pools within the meaning of the Act.

(e) The Board may authorize the creation of one or more different portfolios or pools provided, however, that each such portfolio or pool shall conform in all respects to the requirements of this Agreement.

(f) The Board may authorize the use of the names Texas Cooperative Liquid Assets Securities Systems Trust and Texas CLASS in conjunction with other products, portfolios, pools, and services that provide investment, financial, or other cash management services to Participants and for purposes of this Agreement, such name shall include any pools or portfolios established pursuant to this Agreement. The Program Administrator may identify a name for any additional pools or portfolios established pursuant to this Agreement, subject to Board approval.

1.2 Definitions

"Account(s)" shall have the meaning set forth in Section 5.3 (a) hereof.

"Act" shall have the meaning set forth in Section 1. I (b) hereof.

"Affiliate" means with respect to any person, another person directly or indirectly in control of, controlled by or under common control with such person, or any officer, director, partner, or employee of such persons.

"Agreement" means this Eighth Amended and Restated Trust Agreement dated as of April 8, 2019, as amended, by and among Public Trust Advisors, LLC, as Program Administrator, Wells Fargo Bank, N.A., as Custodian, and the Participants.

"Balance(s)" for each Participant means the amounts initially equal to zero that are adjusted pursuant to Article II hereof to reflect, among other things, cash investments by such Participant in each pool or portfolio established pursuant to this Agreement, within the Trust, cash payments to such Participant, a pro rata distribution of income from the earnings of each pool or portfolio established pursuant to this Agreement, in which each Participant has invested funds, investment results, and expenses and fees for each pool or portfolio established pursuant to this Agreement, in which the Participant has invested.

"Board of Trustees" means the board of the trustees established pursuant to Article III hereof.

"Business Day" means any day of the year other than (a) a Saturday or Sunday, (b) any day on which banks located in the state of Texas are required or authorized by law to remain closed, or (c) any day on which the New York Stock Exchange is closed.

"Conflicting Provisions" shall have the meaning set forth in Section 10.3 hereof.

"Custodian" means Wells Fargo Bank, N.A., as custodian, or any person or persons appointed, employed, or contracted with by the Trust pursuant to Article V hereof.

"Effective Date" means the first day that execution copies of this Agreement have been executed by the Program Administrator, the Custodian, and the Chairman and Secretary of the Board of Trustees.

"Good Standing" means a Participant that has funded an account with Texas CLASS.

"Investment Advisor" shall mean any person or persons appointed, employed, or contracted by the Board on behalf of the Trust pursuant to Article III hereof or by the Program Administrator pursuant to Article IV hereof.

"Investment Funds" means immediately available funds delivered by each Participant to the Custodian for investment in one or more pools or portfolios established pursuant to this Agreement but only if (i) the representative appointed by such Participant is authorized pursuant to the laws of the state of Texas to invest such funds and (ii) the Participant has taken all actions necessary pursuant to the laws of the state of Texas to authorize the delivery and investment of such funds.

"Investment Policy" means that investment policy or policies containing procedures and criteria for the investment of funds in Texas CLASS and its subaccounts or in any other pool or portfolio established pursuant to this Trust Agreement as adopted annually by the Board of Trustees of Texas CLASS and incorporated herein by reference.

"Investment Procedures" means the procedures for making investments in the Investment Property set forth in Exhibit A attached hereto, as the same may be amended from time-to-time notwithstanding Section 9.I (a) hereby the Program Administrator providing notice of such change to the Custodian and the Participants.

"Investment Property" means any and all securities, cash, and other personal property, tangible or intangible, that is transferred, conveyed, or paid to the Account(s) pursuant to Section 2.1 hereof or otherwise and all proceeds, income, profits, and gains therefrom that have not been distributed to a Participant pursuant to Section 2.2 hereof used to discharge an Investment Property Liability or offset by losses, if any, and expenses. Notwithstanding anything to the contrary, the Custodian shall not be required to hold, purchase, sell, or invest in interests in real property under

this Agreement, and the Participants shall not attempt to transfer such interests to the Custodian. Investment Property shall not include securities purchased in anticipation of the delivery of funds by a Participant when such funds are not actually received by the Custodian by the anticipated delivery date, and any such securities may be immediately sold and the proceeds used to pay any Person that did in fact provide monies to purchase such securities.

"Investment Property Liability" means any liability (whether known, unknown, actual, contingent, or otherwise) incurred in connection with the Investment Property pursuant to this Agreement that is not specified in Section 6.1 hereof as being paid by the Program Administrator or specified in this Agreement as being paid directly by a Participant.

"Investment Property Value" means the value of the Investment Property net of the amount of the Investment Property Liabilities as determined pursuant to Section 4.5 hereof and the valuation procedures. Such value shall be determined separately for each pool or portfolio established pursuant to this Trust Agreement.

"Meeting of the Board of Trustees" means a duly called meeting of the Board of Trustees.

"Participants" means any municipality, county, school district, or authority created under Section 52(b)(l) or (2), Article III or Section 59, Article XVI, Texas Constitution, a fresh water supply district, a hospital district, and any political subdivision, authority, public corporation, body politic, or instrumentality of the state of Texas, any office, department, commission, board, or other agency that is part of any branch of state government, an institution of higher education, and any nonprofit corporation acting on behalf of any of those entities (i) to which Chapter 2256 is applicable; (ii) that has taken the actions required by Section 2256.016 of the Act; (iii) that has executed either this Agreement or counterparts of this Agreement or Participation Certificates pursuant to Section 2.3 hereof; and (iv) that is in good standing.

"Participation Certificate" means a certificate entered into pursuant to Section 2.3 hereof.

"Payment Procedures" means the procedures for requesting payments out of the Investment Property set forth in Exhibit B attached hereto, as the same may be amended from time-to-time (notwithstanding Section 9.1(a) hereof) by the Program Administrator providing notice of such change to the Custodian and the Participants.

"Person" means any municipality, county, school district, or authority created under Section 52(b)(l) or (2), Article III or Section 59, Article XVI, Texas Constitution, a fresh water supply district, a hospital district, and any political subdivision, authority, public corporation, body politic, or instrumentality of the state of Texas, any office, department, commission, board, or other agency that is part of any branch of state government, an institution of higher education, and any nonprofit corporation acting on behalf of any of those entities, corporation, national association, natural

person, firm, joint venture, partnership, trust, unincorporated organization, or group.

"Program Administrator" means Public Trust Advisors, LLC or any person or persons appointed, employed, or contracted with by the Trust pursuant to Article IV hereof.

"Representatives" means those persons who have been designated as representatives by the Participants pursuant to Section 2.6 hereof.

"Trust" means the Texas trust created as set forth in Section of this Agreement.

"Trustee" means any representative selected pursuant to Article III hereof.

"Valuation Procedures" means the procedures for determining the value of the Investment Property set forth in Exhibit C attached hereto, as the same may be amended from time-to-time (notwithstanding Section 9.1 (a) hereof) by the Program Administrator providing notice of such change to the Custodian and the Participants.

ARTICLE II

Participants

2.1 Investments

(a) Each Participant shall have the right, from time-to-time, to invest Investment Funds for credit to such Participant's Balance. A Participant that wishes to make such an investment shall notify the Program Administrator acting on behalf of the Board of Trustees and follow the Investment Procedures set forth in Exhibit A. Upon such investment in accordance with Exhibit A, the Participant shall have an undivided beneficial interest in the Investment Property.

(b) The Balance of a Participant shall be increased upon the investment of Investment Funds by an amount equal to the amount of such Investment Funds.

(c) No later than the next business day after a Participant has made an investment of Investment Funds, the Custodian shall deliver a confirmation to the Program Administrator. The Program Administrator shall retain a copy of the confirmation in its records.

(d) Any funds that the Program Administrator is informed do not meet the conditions set forth in clauses (i) or (ii) of the definition of Investment Funds shall be returned to the Participant investing such funds by the Custodian at the request of the Program Administrator, and such Participant shall bear all of the costs and liabilities associated with the return of such funds.

(e) There is no maximum or minimum amount that must be invested pursuant to this Agreement nor are there any maximum or minimum limitations on the aggregate amount of Investment Funds that any Participant may have invested at one time.

(f) The execution of a certificate for participation, in substantially the form attached as Exhibit D, shall constitute the express written authorization to deposit, withdraw, invest, transfer, and manage funds of the Participant required by Section 2256.005(f) of the Act.

2.2 Payments

(a) Each Participant shall have the right from time-to-time to request, in accordance with the Payment Procedures set forth in Exhibit B hereto, that the Program Administrator notify the Custodian to pay to the Participant (by the transfer of the proceeds received from the sale or maturity of securities held by the Custodian), or on its behalf, any amount (rounded to the nearest whole cent) that is less than or equal to the Participant's balance at the time that payment is made pursuant to such request. Except as provided in Exhibit B, there shall be no limitation on the period of time that Investment Funds must be invested through the Trust prior to such payment.

(b) Upon the receipt of any payment request, the Program Administrator shall notify the Custodian, in writing or orally to be followed by written confirmation, of the payment request from the Participant, and the requested amount (rounded to the nearest whole cent) shall be paid (by the transfer of the proceeds received from the sale or maturity of securities held by the Custodian) by the Custodian to or on behalf of such Participant as provided in Exhibit B.

(c) Whenever any payment is made to or on behalf of any Participant pursuant to Section 2.2 (b) hereof, such Participant's balance shall be reduced by the Program Administrator by the amount of such payment.

(d) Each Participant agrees that, without prior notice, the right to payments may be temporarily suspended or postponed for the whole or any part of any period (i) during which trading in fixed income securities generally in any national trading market shall have been suspended or minimum prices or maximum daily charges shall have been established on such market, (ii) a general banking moratorium shall have been declared by Federal or Texas state authorities, or (iii) there shall have occurred any outbreak or material escalation of hostilities or other calamity or crisis, the effect of which on the financial markets of the United States is such as to make it impracticable (a) to dispose of the Investment Property because of the substantial losses that might be incurred or (b) to determine the Investment Property Value in accordance with the Valuation Procedures set forth in Exhibit C from time-to-time. The Custodian and each Participant shall be notified as soon as practicable orally or in writing by the Program Administrator in the event that such a suspension or postponement is commenced. Such a suspension or postponement shall not itself directly alter or affect a

Participant's balance. Such a suspension or postponement shall take effect at such time as is determined by the Program Administrator, and thereafter there shall be no right to request or receive payment until the first to occur of: (a) in the case of (i) or (ii) above, the time at which the Program Administrator declares the suspension or postponement at an end, that declaration shall occur on the first day on which the period specified in clause (i) or (ii) above shall have expired; and (b) in the case of (iii) above, the end of the first day on which the period specified in clause (iii) above is no longer continuing as determined by the Program Administrator. Any Participant that requested a payment prior to any suspension or postponement of payment may withdraw its request at any time prior to the termination of the suspension or postponement. Notwithstanding anything contained in this Section 2.2(d) to the contrary, if during a suspension or postponement period, a Participant demands in writing the right to receive a payment and it is not impossible to accommodate such demand, the Program Administrator shall make all reasonable efforts to effectuate such payment demand.

2.3 Additional Participants After Initial Execution

(a) Any local government or state agency as defined in the Act of the state of Texas that has the authority to pool any of its money pursuant to Section 2256.016 of the Act that wishes to become a party to this Agreement after the effective date may do so by taking the actions required by Section 2256.016 of the Act and by executing either a counterpart to this Agreement or a Participation Certificate attached hereto as Exhibit D and delivering the counterpart or the original executed Participation Certificate to the Program Administrator. The Program Administrator shall provide written notification monthly to the Board of Trustees and the Custodian of the admission of a new Participant. Any entity that becomes a Participant pursuant to this Section 2.3 shall have the same rights and obligations hereunder as the other Participants.

2.4 Termination of Participation

(a) Any Participant may withdraw from this Agreement at any time upon written notice to the Program Administrator who shall notify the Custodian and the Board of Trustees upon receipt of such notice of withdrawal. Upon its withdrawal from this Agreement, a Participant shall cease to have any rights or obligations under this Agreement except for any obligations arising on or before the date of withdrawal. A notice of withdrawal shall be deemed to constitute (i) a request under the payment procedures that an amount equal to the requesting Participant's entire balance(s) as of the date of such notice be paid to such Participant and (ii) a termination of the Board of Trustees' trust relationship hereunder with the Participant. No withdrawal shall become effective until such Participant's balance(s) is equal to zero, and until such time, such Participant shall continue to possess all of the rights and be subject to all of the obligations arising from this Agreement.

(b) Any Participant that breaches any material covenant contained in Article VIII hereof or for which any of the representations contained in Article VII hereof ceases to be true shall be deemed to have given a notice of withdrawal pursuant to Section 2.4(a) hereof immediately upon such breach or cessation, but shall not be deemed to have requested the payment of its balance(s) unless and until it either makes an actual payment request or the Program Administrator determines that such a breach or cessation has occurred.

2.5 Receipt of Statements and Reports; Requests

(a) The Program Administrator, on behalf of the Board of Trustees, shall provide to each Participant a copy of the statements prepared pursuant to Section 4.2 hereof and of the reports prepared pursuant to Section 4.3 hereof applicable to such Participant.

(b) In addition, each Participant may direct the Program Administrator to provide a statement of the value of the Participant's balance(s) as of the date of the request, provided such request is received by the Program Administrator by 4:00 p.m. CT on a given day. The Program Administrator shall provide such statement, subject only to account activity as of such date.

(c) On behalf of each Participant, the Program Administrator shall maintain the records relating to such Participant in a manner that records the Participant's balance(s) as one or more subaccounts or other special accounts to accommodate the desire of such Participant to segregate a portion of its Investment Funds. The Program Administrator shall maintain a separate record for each Participant and shall record the individual transactions involving each such Participant and the total value by subaccount of all investments or portions thereof belonging to each such Participant.

(d) No Participant shall be entitled to any reports or statements applicable solely to another Participant.

2.6 Representatives

(a) Each Participant shall designate a representative to act for the Participant hereunder (the Representative) for all purposes including without limitation to give consents on behalf of the Participant and to receive notices on behalf of the Participant. Pursuant to Section 2256.005 (f) of the Act, such representative shall be the investment officer that is empowered by the charter, ordinances, or other rules or regulations of the Participant to direct the investment of such Participant's Investment Funds. The representatives, in their capacity as representatives shall not be required to devote their entire time to duties under the Agreement. To the extent permitted by law, each representative may designate additional persons who may act on behalf of the representative to transmit the representative's instructions to the Program Administrator, the Custodian, or the Board of Trustees.

(b) Each representative shall be the official responsible for the investment of Investment Funds into the Trust and all payments made from the Trust for the Participant represented by said representative. In making such investments and payment requests, each representative shall use judgment and care to achieve the following objectives in the indicated order: (i) preservation and safety of principal, (ii) liquidity, and (iii) yield.

2.7 Liability - No representative shall be subject to any personal liability whatsoever to any person in connection with the Investment Property or affairs of the Board other than liability arising from the bad faith, willful misfeasance, gross negligence, or reckless disregard of duty by such representative of a Participant. No representative of a Participant who is made a party to any suit or proceeding to enforce any such liability shall on account thereof be held to any personal liability.

ARTICLE III

Trustees and the Board of Trustees

3.1 Selection of Trustees

(a) Each calendar year, the Program Administrator shall call, upon at least fifteen days' written notice to the Participants, a meeting of the Participants for the purpose of selecting Trustees for the Trust. If the Program Administrator shall fail to call such a meeting, any two Participants may call such a meeting by providing at least fifteen days' written notice to the other Participants. At such meeting, the Participants may nominate persons to serve as Trustees of the Trust. In order to qualify to be nominated as a Trustee, a candidate must be a representative. The number of Trustees to be selected shall be determined by the Participants at such meeting, provided that the number of Trustees shall be an odd number of three (3) or more. In order to be elected as a Trustee, a candidate must receive a majority of the votes of the Participants present and voting at such meeting. A quorum for such meeting shall be the lesser of (i) fifteen Participants or (ii) ten percent of the total number of Participants determined at the time the notice of the meeting is sent. If a quorum is not present, the meeting may be adjourned to a future time and place set at such meeting. Each Participant shall be entitled to one vote regardless of the amount of funds invested in the Trust. To the extent permitted by law, each representative may designate a person who may act on behalf of the representative at a meeting of Participants.

(b) The Program Administrator shall send written notice to the Participants and the Custodian listing the names of the Trustees elected at each annual meeting.

3.2 Board of Trustees - The Board of Trustees shall be made up of all of the Trustees elected by the Participants or designated pursuant to Section 3.5 hereof. The Board of Trustees shall supervise the Trust and the affairs of the Trust and shall act as the liaison between the Participants and the Custodian and the Program Administrator. The Board of Trustees shall appoint an Advisory Board to advise the Trust as required by the Act. The Board of Trustees shall have the power to administer the affairs of the Trust and to enter into contracts and agreements on behalf of the Trust in order to effectuate the terms of this Agreement. The Board of Trustees shall have the power to select all of the Trust's consultants including without limitation the Program Administrator and the Custodian, subject to the terms of this Agreement. The Trustees shall select by majority vote a chairman of the Board of Trustees and may select such other officers of the Board of Trustees including without limitation a vice chairman and a secretary, as the Trustees deem appropriate. In the absence of the chairman, the vice chairman, if any, shall have the power to act in place of the chairman hereunder.

3.3 General Powers - Subject to the rights of the Participants as provided herein, the Board shall have, without other or further authorization, power to administer the Trust and the affairs of the Trust. The Board may do and perform such acts and things as in their sole judgment and discretion are necessary and proper for the administration of the Trust and the investment of the Trust Property but shall invest with the degree of judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of the property of another, not in regard to speculation but in regard to the permanent disposition of funds considering the probable income as well as the probable safety of capital.

3.4 Legal Title - Title to all of the Trust Property shall be vested in the Trust on behalf of the Participants who shall be the beneficial owners. The Trust shall have full and complete power to cause legal title to any Trust property to be held, on behalf of the Participants, by or in the name of the Trust or in the name of any other person as nominee on such terms, in such manner, and with such powers as the Board may determine so long as in its judgment the interest of the Trust is adequately protected.

3.5 Power to Contract, Appoint, Retain, and Employ

(a) The Board is responsible for the investments of the Trust consistent with the investment policies established in this Trust Agreement and for the general administration of the business and affairs of the Trust conducted by officers, agents, employees, administrators, investment advisors, distributors, or independent contractors of the Trust. However, members of the Board are not required to devote their entire time to the business and affairs of the Trust or to personally conduct the routine business of the Trust. Consistent with their responsibilities, the Board may appoint, employ, retain, or contract on behalf of the

Trust with any persons the Board may deem necessary or desirable for the transaction of the affairs of the Trust, and the expenses relating to such persons shall be Investment Property Liabilities. The Board may appoint, employ, retain, or contract on behalf of the Trust with such persons for the purpose of:

(i) Serving as Investment Advisor to the Trust;

(ii) Serving as Program Administrator of the Trust;

(iii) Serving as Custodian for the Trust;

(iv) Furnishing reports to the Trust and provide research, economic, and statistical data in connection with the Trust's investments;

(v) Acting as consultants, accountants, technical advisors, attorneys, brokers, underwriters, corporate fiduciaries, escrow agents, depositories, custodians, agents for collection, insurers or insurance agents, or in any other capacity deemed by the Board to be necessary or desirable;

(vi) Acting as attorney-in-fact or agent in the purchase or sale or other disposition of investments and in the handling, prosecuting, or other enforcement of any lien or security securing investment; or

(vii) Assisting in the performance of such other functions necessary in the management of the Trust.

(b) The same person may serve simultaneously as the Program Administrator and as the Investment Advisor, but no person serving as the Program Administrator or the Investment Advisor may serve as the Custodian.

3.6 Meetings - Meetings of the Board of Trustees may be called by the Program Administrator at any time and shall be called by the Program Administrator upon the request of at least two Trustees on at least seventy-two hours' notice to each Trustee and shall be held at the time and place and for the purposes stated in the call of the meeting. There shall be at least one meeting of the Board of Trustees in each calendar year.

3.7 Delegation; Committees; Bylaws; Policies; Procedures - The Board shall have full and complete power to delegate, from time-to-time, to one or more of their number (who may be designated as constituting a Committee of the Board) or to officers, employees, or agents of the Trust (including without limitation the Program Administrator, the Custodian, or the Investment Advisor) the doing of such acts and things and the execution of such instruments as the Board may, from time-to-time, deem expedient and appropriate in the furtherance of the business affairs and purposes of the Trust. The Board may adopt and, from time-to-time, amend or repeal bylaws, policies, or procedures for the conduct of the business of the Trust. Such bylaws, policies, or

procedures may, among other things, define the duties of the respective officers, agents, employees, and representatives of the Trust.

3.8 Term - The term of office for Trustees elected pursuant to Section 3. I (a) hereof shall commence thirty days after the notice specified in Section 3.1 (c) is sent to the Participants and the Custodian. The term of office for Trustees selected pursuant to Section 3.5 hereof shall commence immediately upon such selection. Each Trustee shall hold office until the first to occur of (a) the Trustee resigning, (b) the Trustee ceasing to be a representative of a Participant, (c) the Trustee's death, (d) the Trustee being adjudicated incompetent or otherwise losing the capacity to discharge the duties of the office of a Trustee, and (e) the term of office of the Trustee's successor having begun pursuant to this Section 3.8.

3.9 Vacancies - If any Trustee resigns, is removed, or otherwise ceases to serve, the remaining Trustees may designate a qualified successor to fill such vacancy until the next annual meeting of Participants.

3.10 Costs - The expenses of each representative to attend the annual meeting shall be borne by each Participant. The reasonable out-of-pocket expenses of the Trustees incurred in the performance of their duties hereunder and of attending a meeting of the Board of Trustees shall be Investment Property Liabilities.

3.11 Investment Officer - The chairman of the Board of Trustees, ex officio (or in the absence of the chairman, the vice chairman, if any), shall be the investment officer for the Trust as required by Section 2256.005 (f) of the Act.

3.12 Public Proceedings - Notwithstanding anything contained in this Agreement, the Board of Trustees shall comply with the applicable provisions of Chapter 552 of the Texas Government Code.

3.13 Telephone Participation - Upon the occurrence of an emergency or unforeseeable circumstances requiring immediate action, a representative may participate in a meeting of Participants and a Trustee may participate in a meeting of the Board of Trustees through the use of a conference telephone provided that such representative or Trustee is able to hear the deliberations of the other representatives or Trustees, respectively, and the other representatives or Trustees are able to hear such representative or Trustee, respectively, simultaneously.

3.14 Liability - No Trustee or officer of the Board shall be subject to any personal liability whatsoever to any person, in connection with the Investment Property or affairs of the Board, other than liability arising from the bad faith, willful misfeasance, gross negligence, or reckless disregard of duty by such Trustee or officer; and all persons shall look solely to the Investment Property for satisfaction of claims of any nature arising in connection with the affairs of the Board. No member or officer of the Board who is made a party to any suit or proceeding to enforce any such liability shall on account thereof be held to any personal liability.

3.15 Insurance - The Board shall have full and complete power to purchase and pay for, entirely out of Trust property, insurance policies insuring the Trust, the Trustees, officers, employees, and agents of the Trust individually against all claims and liabilities of every nature arising by reason of holding or having held any such office or position or by reason of any action alleged to have been taken or omitted by the Trust or any such person, officer, employee, and agent including any action taken or omitted that may be determined to constitute negligence whether or not the Trust would have the power to indemnify such person against such liability. The Board may instruct the Program Administrator to obtain such insurance on behalf of the Board in such amount as the Board and the Program Administrator shall deem adequate to cover all foreseeable liabilities to the extent available at reasonable rates.

ARTICLE IV

Program Administrator

4.1 Appointment; General Provisions

(a) The Participants hereby appoint Public Trust Advisors, LLC as the Program Administrator under this Agreement, subject to the overall supervision of the Board of Trustees, for the period and on the terms set forth in this Agreement.

(b) Public Trust Advisors, LLC accepts such appointment and agrees to render the services and to assume the obligations set forth herein for the compensation herein provided.

(c) The Participants and the Board of Trustees agree that the Program Administrator shall invest the Investment Property in investments meeting the criteria set forth in Exhibit E and in the Investment Policy applicable to each pool or portfolio established pursuant to this Trust Agreement, and in a manner that maintains the 'AAAm' or equivalent rating of Texas CLASS and any other pool or portfolio established pursuant to this Trust Agreement. The Program Administrator is directed to cause Investment Property of each Participant to be invested in investments meeting the criteria set forth in Exhibit E and in the Investment

Policy applicable to each pool or portfolio established pursuant to this Trust Agreement and in a manner that maintains the 'AAAm' or equivalent rating of any pool or portfolio established pursuant to this Agreement. The Board and the Participants delegate no investment discretion to the Program Administrator hereunder to invest in investments not meeting the criteria set forth in Exhibit E, and the Program Administrator expressly refuses to accept any delegation of such discretion. The decision concerning which criteria shall be contained on Exhibit E shall remain at all times under the control of the Board of Trustees. The Board of Trustees shall ensure that the criteria set forth on Exhibit E are permitted by and consistent with the standards and the duty of care set forth in the Act.

(d) Each Participant directs the Custodian to act and the Custodian agrees to act in accordance with the instructions of the Program Administrator that shall act in a manner consistent with this Agreement. The Program Administrator shall at no time have custody of, possession of, or physical control over any of the Investment Property. If a Participant in error delivers Investment Funds for investment to the Program Administrator instead of to the Custodian, the Program Administrator shall immediately transfer such Investment Funds to the Custodian. The Program Administrator shall not be liable for any act or omission of the Custodian but shall be liable for the Program Administrator's acts and omissions as provided herein. Under no circumstance shall the Program Administrator be authorized or permitted to withdraw or instruct the Custodian to withdraw Investment Property maintained with the Custodian unless acting upon the request of a Participant pursuant to Section 2.2 (a).

4.2 Monthly Statements

(a) Within 15 days subsequent to the end of each month, the Program Administrator shall, on behalf of the Board of Trustees, prepare and submit to each Participant who was a Participant during such month a statement setting forth the information required by Section 2256.016(c)2() of the Act.

(b) The Program Administrator, upon the request of a Participant, shall furnish to the Participant a statement of such Participant's balance(s) as of the date of such request subject only to account activity as of such date, provided that such request is received by the Program Administrator by 5:00 p.m. CT on a given date.

4.3 Reports

(a) The Program Administrator shall prepare or cause to be prepared:

(i) at least annually a report of operations containing a statement of the Investment Property and the Investment Property Liabilities and statements of operations and of net changes in net assets prepared in conformity with generally accepted accounting principles consistently applied and;

(ii) at least annually an opinion of an independent certified public accountant on such financial statements based on an examination of the books and records of the Program Administrator with respect to the Investment Property performed in accordance with generally accepted auditing standards. A copy of such signed report of operations and accountant's opinion shall be filed with the Board of Trustees and the Participants within ninety (90) days after the close of the period covered thereby.

(b) The Program Administrator shall provide to the Board, on an annual basis, the Certification substantially as set forth in Exhibit H.

(c) The Program Administrator shall provide to the Board the Securities and Exchange Commission form ADV filing of Public Trust Advisors, LLC within ninety (90) days of such filing.

(d) The Program Administrator shall provide to the Board, on an annual basis, the Public Trust Advisors, LLC disaster/contingency plan for the protection of the assets of Texas CLASS and any other pool or portfolio established pursuant to this Trust Agreement.

4.4 Investment Activities and Powers - Subject to the supervision of the Board of Trustees and consistent with Section 4. I (c), the investment criteria set forth in Exhibit E, and the Investment Policies, the Program Administrator shall perform the following services:

(a) advise the Board of Trustees concerning investments that appear to the Program Administrator to be advantageous to the Participants within the investment criteria set forth in Exhibit E and within all applicable law provided, however, the Board of Trustees shall have the duty to inform the Program Administrator of any changes to the Act;

(b) implement or cause to be implemented securities transactions for the Trust on behalf of the Board of Trustees and the Participants as permitted by the investment criteria set forth in Exhibit E (including without limitation by executing or causing to be executed on behalf of and as an agent of the Trust agreements and other documents containing representations, warranties, and covenants that are common or standard for such agreements and documents within the investment industry) or, despite the intention of the parties hereto to always have the Investment Property fully invested, cause the Custodian to hold the Investment Property uninvested in a custodial account maintained for the benefit of the Trust;

(c) from time-to-time, review the permitted investments and the investment criteria set forth in Exhibit E and, if circumstances and applicable law permit, recommend changes in such permitted investments and such investment criteria;

(d) provide such advice and information to the Participants and the Board of Trustees on matters related to investments as the Participants or the Board of Trustees may

reasonably request including, without limitation, research and statistical data concerning the Investment Property and other matters within the scope of the permitted investments and investment criteria set forth in Exhibit E;

(e) advise whether and in what manner all rights conferred by the Investment Property should be exercised;

(f) prepare such information and material as may be required in the implementation of the Valuation Procedures or the computation of the balance(s) and the preparation of any and all records and reports required by this Agreement or applicable laws; and

(g) employ, consult with, obtain advice from, and exercise any of the Program Administrator's rights or powers under this Agreement through the use of agents including investment advisors, brokers, dealers, auditors and legal counsel (who may be counsel to the Program Administrator or the Board of Trustees), or other advisors. Notwithstanding Section 10.9 hereof, the Program Administrator may transmit information concerning the Investment Property and the Participants to such agents.

4.5 Daily Calculation of Program Value and Rate of Return

(a) The Program Administrator shall calculate the Investment Property Value once on each business day at the time and in the manner provided in the Valuation Procedures.

(b) Upon performing the valuation specified in Section 4.5(a) hereof, the Program Administrator shall calculate (rounding off to the nearest whole cent) the balance of each Participant, and each balance of each of the Participants shall be adjusted proportionately so that the total balances of all the Participants equals the Investment Property Value.

(c) For purposes of calculating the Investment Property Value, the amount of any uncertain or contingent Investment Property Liability shall be deemed to be equal to the amount of the reserve, if any, against such Investment Property Liability that has been approved from time-to-time by the Program Administrator.

(d) For purposes of calculating the Investment Property Value, if the value of any part of the Investment Property is uncertain or contingent, the value of such part of the Investment Property shall be deemed to be equal to the amount determined from time-to-time by the Program Administrator.

(e) The Program Administrator shall calculate daily the rate of return earned on the Investment Property.

4.6 Administration of Program - The Program Administrator shall perform the following administrative functions on behalf of the Board of Trustees in connection with the implementation of this Agreement:

(a) collect and maintain for such time period as may be required under any applicable Federal or Texas law written records of all transactions affecting the Investment Property or the balances including but not limited to (a) investments by and payments to or on behalf of each Participant; (b) acquisitions and dispositions of Investment Property; (c) pledges and releases of collateral securing the Investment Property; (d) determinations of the Investment Property Value; (e) adjustments to the Participants' Balances; and (f) the current Balance and the Balances at the end of each month for each Participant. There shall be a rebuttable presumption that any such records are complete and accurate. On behalf of each Participant, the Program Administrator shall maintain the records relating to such Participant in a manner that subdivides the Participant's balance into subaccounts or other special accounts to accommodate the desire of such Participant to segregate a portion of its Investment Funds;

(b) assist in the organization of the annual meeting required by Section 3.I (a) hereof and of meetings of the Board of Trustees including preparation and distribution of the notices and agendas therefore;

(c) respond to all inquiries and other communications of Participants, if any, that are directed to the Program Administrator or, if any such inquiry or communication is more properly addressed by an officer of the Custodian, referring such inquiry or communication to such person and coordinating his response thereto;

(d) pay all Investment Property Liabilities in accordance with this Agreement from the Investment Property and engage in marketing activities to promote participation of Texas governmental entities in the Trust.

(e) engage in marketing activities to promote participation of Texas governmental entities in the Trust.

4.7 Resignation and Removal

(a) The Program Administrator may resign as Program Administrator upon the giving of at least sixty (60) days' prior written notice of such resignation to the Board of Trustees and the Custodian.

(b) A majority of the Board of Trustees may remove the Program Administrator upon the giving of at least sixty (60) days' prior written notice to the Program Administrator and the Custodian.

(c) In the event that the Program Administrator shall give notice of its resignation or if the Board of Trustees shall give notice of the removal of the Program Administrator, a majority of the Board of Trustees shall appoint a successor.

(d) Upon notification of the removal or resignation of the Program Administrator, the Program Administrator shall deliver to the Board all data and records pertaining to Texas

CLASS and its Participants within 60 days of the notification of removal or resignation provided, however, that the Program Administrator may retain copies of any such data and records required to be retained by it by law or in compliance with the requirements of its corporate records retention policy. The Program Administrator shall continue to administer Texas CLASS until a successor program administrator is appointed by the Board under the terms of this Agreement.

(e) If a new program administrator is not appointed by the Board within 60 days of a notification of removal or resignation of the Program Administrator, the Program Administrator shall continue to administer Texas CLASS until a successor program administrator is selected but shall be compensated for such administration pursuant to an agreement to be negotiated between the Program Administrator and the Board.

4.8 Liability

(a) Each Participant agrees that the Program Administrator and its officers, directors, agents, and employees shall not be liable for any action performed or omitted to be performed or for any errors of judgment made in good faith in connection with any matters to which this Agreement relates provided that such disclaimer shall not relieve any of them for liability arising from negligence, malfeasance, material breach of this Agreement by the Program Administrator, or violation of applicable law by any of them (Program Administrator Liabilities). Nothing herein shall constitute a waiver or limitation of any rights that the Participants may have under any Federal or state securities laws.

(b) Each Participant, the Board of Trustees, and the Custodian understand that in performing its services hereunder, the Program Administrator will rely on information provided by others and agree that the Program Administrator is not responsible for the accuracy of such information.

4.9 Power to Receive Investment Advice - The Program Administrator shall have the right, at its own cost, to receive investment advice concerning the Investment Property from any other third party. Notwithstanding the provisions of Section 10.9 hereof, the Program Administrator may transmit information concerning the Investment Property and the Participants to such other third parties in order to obtain such investment advice. The Program Administrator shall notify the Board of Trustees if any third parties are retained pursuant to this Section 4.9 within 45 days of such retention.

4.10 Advice to Other Clients - It is understood that the Program Administrator performs investment advisory services for various clients. The Participants agree that the Program Administrator may give advice and take action with respect to any of its other clients that may differ

from the advice given to or the timing or nature of action taken with respect to the Investment Property provided that the policy and practice of the Program Administrator is not to favor or disfavor consistently or consciously any client or class of clients in the allocation of investment opportunities and that, to the extent practical, such opportunities are allocated among clients over a period of time on a fair and equitable basis. Nothing herein contained shall be construed so as to prevent the Program Administrator or any of its directors, officers, employees, shareholders, or affiliates in any way from purchasing or selling any securities for its or their own accounts prior to, simultaneously with, or subsequent to any recommendation or actions taken with respect to the Investment Property or impose upon the Program Administrator any obligation to purchase or sell or to recommend for purchase or sale for the Investment Property any security that the Program Administrator or any of its shareholders, directors, officers, employees, or affiliates may purchase or sell for its or their own accounts or for the account of any other client, advisory or otherwise, provided, however, that the Program Administrator shall always use its best efforts to maximize the gains for the Investment Property in a manner consistent with the investment criteria set forth in Exhibit E hereof.

4.11 Special Subaccounts - Notwithstanding anything in this Agreement to the contrary, the Program Administrator may, from time-to-time, propose to the Participants that the Participants establish specially designated subaccounts with investment, payment procedures, fees, or other characteristics different from those set forth in this Agreement. Such characteristics may include, without limitation, certain restrictions on amounts to be invested, holding periods prior to payments, or certain other conditions to be met for payments such as possible payment penalties or additional fees for administering such specially designated subaccounts. In its sole discretion, a Participant may create any such special subaccount using the same procedures for establishing other subaccounts set forth in this Agreement. The establishment of such special subaccounts shall not be deemed an amendment of this Agreement. Any special subaccount that is created pursuant to this Section 4.11 shall be subject to the terms set forth in the proposal of the Program Administrator until the terms governing such special subaccount are amended pursuant to this Agreement. The Program Administrator may calculate the return realized by such special subaccounts separate and apart from the returns realized by other subaccounts maintained for each Participant.

4.12 Intellectual Property

(a) The Trust will own all Intellectual Property related to the name Texas Cooperative Liquid Assets Securities System Trust and Texas CLASS. For purposes of this section, Intellectual Property shall mean all of the rights relating to the names Texas Cooperative Liquid Assets Securities System Trust and Texas CLASS including copyrights, trademark and service mark rights, trade dress rights, rights of publicity, website, and the Internet domain rights. Public Trust Advisors, LLC makes no representation or warranty that it owns any Intellectual Property rights in those names and that there are no third parties who may claim

rights to intellectual property rights in or associated with the names.

(b) Public Trust Advisors, LLC hereby assigns all Intellectual Property rights that it has or may have that are not otherwise conveyed by other instrument or party to the Trust. Public Trust Advisors, LLC represents and warrants to the Board that it has the right and authority to transfer to the Trust all Intellectual Property that it has or may have in each case to the extent such Intellectual Property is reasonably necessary for the Trust's ownership, operating, and full enjoyment of the name Texas Cooperative Liquid Assets Securities System Trust and Texas CLASS. The Board assigns to Public Trust Advisors, LLC an irrevocable license curing the term of the Public Trust Advisors, LLC tenure as Program Administrator to use all Intellectual Property rights described herein in connection with the administration of the Trust.

ARTICLE V

The Custodian

5.1 Appointment and Acceptance; Sub-Custodians

(a) Wells Fargo Bank, N.A., as Custodian, is appointed by each of the Participants to be the Custodian for the collective interests of the Participants under this Agreement for the period and on the terms set forth herein. The Participants hereby delegate to the Custodian the authority to hold legal title to investments purchased with their funds pursuant to Section 2256.016(d) of the Act. Wells Fargo Bank, N.A., as Custodian, accepts such appointment and agrees to render the services and to assume the obligations set forth herein for the compensation herein provided.

(b) The Custodian may employ other banks and trust companies as subcustodians including without limitation affiliates of the Custodian. The appointment of a subcustodian under this Section shall not relieve the Custodian of any of its obligations under this Agreement.

(c) No Investment Funds or Investment Property received or held by the Custodian pursuant to this Agreement shall be accounted for in any manner that might cause such Investment Funds or Investment Property to become assets or liabilities of the Custodian.

5.2 Resignation and Removal; Successors

(a) The Custodian may resign upon the giving of at least sixty (60) days' prior written notice to the Board of Trustees and the Program Administrator. A majority of the Board of Trustees may remove the Custodian upon at least sixty (60) days' prior written notice to the

Custodian and the Program Administrator. Notwithstanding the foregoing, the resignation or removal of the Custodian shall not be deemed effective unless a successor has been chosen pursuant to Section 5.2(b) hereof. In the event that assets remain in the possession of the Custodian due to the failure of the Board of Trustees to appoint a successor custodian, the Custodian shall be entitled to compensation for its services during such period, and the provisions of this Agreement relating to the duties and obligations of the Custodian shall remain in full force and effect. Alternatively, the Custodian shall have the right to commence an action in the nature of an interpleader and seek to deposit the assets in a court of competent jurisdiction.

(b) In the event that the Custodian shall give notice of its resignation or if the Board of Trustees shall give notice of the removal of the Custodian, a majority of the Board of Trustees shall appoint a successor provided, however, that so long as the Program Administrator is required to pay the fees of the Custodian pursuant to Article VI hereof, the appointment of such successor custodian shall require the prior written consent of the Program Administrator.

5.3 Powers

(a) (i) The Custodian is authorized and directed to open and maintain, and the Custodian shall open and maintain, one or more custody accounts for the benefit of the Trust (the Account) in the name of "[Name of Custodian] as Custodian for the Benefit of Texas CLASS" (and/or the name of such other pool or portfolio as established pursuant to this Trust Agreement) and will accept for safekeeping and for credit to the accounts, in accordance with the terms hereof, all securities representing the investment of Investment Funds pursuant to Section 2.1 hereof and the income or earnings derived therefrom. The Custodian may accept funds hereunder for the purchase of securities to be held by the Custodian and shall not be required to make an independent determination whether such funds are Investment Funds.

(ii) Except as provided in Section 5.3(c)(iii), all securities and other non-cash Investment Property held in each account shall be physically segregated from other securities in the possession of the Custodian and from other pools or portfolios established pursuant to this Trust Agreement and shall be identified as subject to this Agreement.

(b) In accordance with instructions of the Program Administrator who shall act in a manner consistent with this Agreement, the Custodian shall, for the account and benefit and burden of the Participants:

(i) receive and deliver Investment Funds and all other Investment Property in accordance with the requests of Participants pursuant to Article II and Exhibits A and B hereof;

(ii) exchange securities in temporary or bearer form for securities in definitive

or registered form and surrender securities at maturity or earlier when advised of a call for redemption;

(iii) make, execute, acknowledge, and deliver as Custodian any and all documents or instruments (including but not limited to all declarations, affidavits, and certificates of ownership) that may be necessary or appropriate to carry out the powers granted herein;

(iv) make any payments incidental to or in connection with this Section 5.3(b);

(v) sell, exchange, or otherwise dispose of any and all Investment Property free and clear of any and all interests of the Trust and any and all Participants at public or private sale, with or without advertisement; and execute and deliver any deed, power, assignment, bill of sale, or other instrument in connection therewith;

(vi) with respect to enforcing rights in connection with the Investment Property: (a) collect, sue for, receive, and receipt for all sums of money or other personal property due; (b) consent to extensions of the time for payment or to the renewal of any securities, investments, or obligations; (c) engage or intervene in, prosecute, defend, compromise, abandon, or adjust by arbitration or otherwise any actions, suits, proceedings, disputes, claims, demands, or things relating to the Investment Property; (d) foreclose on any personal property, security, or instrument securing any investments, notes, bills, bonds, obligations, or contracts that are part of or relate to the Investment Property; (e) exercise any power of sale and convey good title thereunder free of any and all interests of any and all Participants and in connection with any such foreclosure or sale, purchase, or otherwise acquire title to any personal property; (f) be a party to the reorganization of any person and transfer to and deposit with any corporation, committee, voting trustee, or other person any securities, investments, or obligations of any person that form a part of the Investment Property for the purpose of such reorganization or otherwise; (g) participate in any arrangement for enforcing or protecting the interests of the holders of such securities, investments, or obligations and to pay any assessment levied in connection with such reorganization or arrangement; (h) extend the time (with or without security) for the payment or delivery of any debts or personal property and to execute and enter into releases, agreements, and other instruments; (i) pay or satisfy any debt or claims; and (j) file any financing statements concerning the Investment Property with the appropriate authorities to protect the Investment Property from any potential claim of any creditors of any of the Participants; and

(vii) exercise all other rights and powers to take any action in carrying out the purposes of this Agreement.

(c) (i) with respect to Investment Property held by the Custodian hereunder, the Custodian shall collect all income or other payments, release and deliver such Investment Property, and take any other action as directed by the Program Administrator with respect to dividends, splits, distributions, spinoffs, puts, calls, conversions, redemptions, tenders, exchanges, mergers, reorganizations, rights, warrants, or any other similar activity relating to the Investment Property held in the Account. The Custodian shall request direction of the Program Administrator upon receipt of actual notice of any such activity. For purposes of this paragraph, the Custodian shall be deemed to have actual notice if the Program Administrator informs the Custodian of such activity or if information concerning any such activity is published in one or more of the following publications: J.J. Kenny's Munibase System, Financial Card Service, Xcitek, Inc., Standard & Poors' Called Bond Listing, Depository Trust Reorganization Notices, and The Wall Street Journal. If the Custodian does not have actual notice of such activity, any such activity will be handled by the Custodian on a "best efforts" basis.

The Custodian shall not be under any obligation or duty to take action to effect collection of any amount if the assets on which such amount is payable are in default and payment is refused after due demand or presentation. The Custodian will, however, promptly notify the Program Administrator in writing of such default and refusal to pay.

The Custodian is not authorized and shall not disclose the name, address, or security positions of the Participants in response to requests concerning shareholder communications under Section 14 of the Securities Exchange Act of 1934, the rules and regulations thereunder, and any similar statute, regulation, or rule in effect from time-to-time;

(ii) the Custodian shall promptly deliver or mail to the Program Administrator all forms of proxies and all notices of meetings received by the Custodian relating to Investment Property held under this Agreement and, upon receipt of instructions from the Program Administrator, shall execute and deliver such proxies or other authorizations as may be required. Neither the Custodian nor its nominee shall vote any Investment Property or execute any proxy to vote the same or give any consent to take any other action with respect thereto (except as otherwise herein provided) unless directed to do so by Program Administrator upon receipt of instructions;

(iii) the Custodian shall hold the Investment Property (a) in its vaults physically segregated and held separate and apart from other property of the Custodian; (b) in its account at The Depository Trust Company or other depository, sub-custodian, or clearing corporation; or (c) in a book entry account with the Federal Reserve Bank in which case a separate accounting of the Investment Property shall be maintained by the Custodian at all times. The Investment Property held by any such depository, sub-custodian, clearing corporation, or Federal Reserve Bank may be held in the name of their respective nominees provided, however, that the custodial relationship and the interests of the Trust or the Participants regarding such Investment Property shall be

noted on the records kept by the Program Administrator and the custodial relationship on behalf of the Trust or the Participants shall be noted on the records of the Custodian and, to the extent possible, the Custodian shall cause the custodial relationship on behalf of Trust or the Participants to be noted on the records of such depository, sub-custodian, clearing corporation or Federal Reserve Bank. The Custodian shall not be obligated or liable for costs, expenses, damages, liabilities, or claims (including attorneys' or accountants' fees) that are sustained or incurred by reason of any action or inaction of the Federal Reserve Bank book entry system, The Depository Trust Company, or any other central depository or clearing agency which is or may become standard market practice to use for the comparison and settlement of securities trades provided, however, that nothing in this sentence shall relieve the Custodian of its obligations set forth in Section 5.1 (b) hereof regarding banks or trust companies selected as sub-custodians; and

(iv) the Custodian shall hold and physically segregate for each account all Investment Property owned by each account other than Investment Property held pursuant to 5.3(c)(iii)(b) and (c) above. Investment Property physically held by the Custodian (other than bearer securities) may be registered in the name of any nominee of Custodian, provided that the records of the Custodian provide that such Investment Property is held in a custodial capacity and that such Investment Property is not an asset of the Custodian or such nominee. All Investment Property accepted by Custodian under the terms of this Agreement shall be in negotiable form.

5.4 Custodial Relationship: Custodian Records

(a) The Custodian shall hold the Investment Property in its capacity as custodian for the benefit of the Trust. The Investment Property shall be custodial property of the Custodian and shall not be or be deemed to be an asset of the Custodian. Each Participant has an undivided beneficial interest in the Investment Property to the extent of such Participant's balance.

(b) The Custodian shall maintain its own internal records concerning the account(s) and the transactions contemplated by this Agreement, and the Custodian shall cause all of such records to reflect the custodial relationship created by this Agreement and the fact that the Investment Property in each account belongs to the Trust for the collective benefit of the Participants in each pool or portfolio established pursuant to this Trust Agreement, respectively. Notwithstanding the foregoing, the Program Administrator shall maintain all records regarding each Participant's beneficial interest in such Investment Property, and such records shall conclusively determine the beneficial interests of each Participant in the Investment Property segregated between the pools or portfolios in which such Investment Property is held. The records maintained by such Program Administrator shall be conclusively determinative of the beneficial interests of the Participants in each pool or portfolio

established pursuant to this Trust Agreement, it being understood that the Custodian shall not be obligated to maintain records concerning the beneficial interest of individual Participants in the Investment Property.

5.5 Reliance on Instructions

(a) The Custodian is authorized to accept and shall be fully protected if it relies upon the instructions given by any authorized officer, employee, or agent of the Program Administrator including any oral instructions that the individual receiving such instructions on behalf of the Custodian believes in good faith to have been given by an authorized officer, employee, or agent of the Program Administrator, and all authorizations shall remain in full force and effect until canceled or superseded by subsequent instructions received by the appropriate account officer of the Custodian. The authorized officers, employees, or agents of the Program Administrator shall be only such persons as are designated in writing to the Custodian by the Program Administrator. The Custodian may rely on instructions received by telephone, tested telex, TWX, facsimile transmission, or by bank wire that the Custodian believes in good faith to have been given by an authorized person. The Custodian may also rely on instructions transmitted electronically through a customer data entry system or any similar electronic instruction system acceptable to the Custodian. Any instructions delivered to the Custodian by telephone shall promptly thereafter be confirmed in writing by an authorized person, but the Custodian will incur no liability for the Program Administrator's failure to send such confirmation in writing. Instructions are deemed given to the Custodian when actually received by the Custodian.

(b) In the absence of bad faith or negligence on its part, the Custodian may conclusively rely on the truth and correctness of the statements expressed in notices, certificates, or documents submitted to it, and the Custodian need not investigate any fact or matter stated in any such notice, certificate, or document submitted to it or verify the accuracy of the contents thereof.

5.6 Degree of Care

(a) The Custodian shall hold the Investment Property in the account(s) with the same degree of care and protection with which it holds its own property. The Custodian agrees that it shall be responsible for any loss of Investment Property caused solely by the negligence or bad faith of the Custodian or its agents or any material breach of this Agreement by the Custodian. The Custodian is hereby released from liability except for liability arising from the negligence or bad faith of the Custodian or its agents or from any material breach of this Agreement by the Custodian. In the event of any such loss of Investment Property, the Custodian shall promptly replace the Investment Property or the value thereof and the value of any such loss of rights or privileges resulting from such loss. The Custodian shall not be

responsible for the acts or omissions or solvency of any broker or agent selected by the Program Administrator to affect any transactions for the account(s).

(b) The Custodian shall not be liable for any error of judgment made in good faith by an employee, officer, or agent of the Custodian unless it was proved that the Custodian was negligent in ascertaining the pertinent facts.

(c) Except as provided in Section 5.6(a), the Custodian shall not be required to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder or in the exercise of any of its rights or powers unless it receives indemnity satisfactory to it for repayment of such funds or against such risk of liability.

(d) The Custodian shall have no discretion whatsoever with respect to the management, disposition, or investment of Investment Property and is not a fiduciary to the Program Administrator or the Participants. During the term of this Agreement, the Custodian may, with respect to questions of law and construction of this Agreement, apply for and obtain, at the cost of the Custodian, the advice and opinion of counsel of its choice and shall be fully protected with respect to anything done or omitted by it in good faith in conformity with such advice or opinion. The Custodian shall have no duties except those that are specifically set forth in this Agreement. The Custodian shall only be responsible for custody hereunder of Investment Property delivered to it and then only while such Investment Property is held in the Account.

5.7 Subrogation - At the election of a majority of the Board of Trustees, the Trust shall be entitled to be subrogated to the rights of the Custodian with respect to any claim against any other person or institution that the Custodian may have as a consequence of any loss or damage to the Investment Property. In such event, the Board of Trustees shall consult with the Custodian concerning selection of counsel and management of any litigation to recover for such loss.

5.8 Insurance

(a) The Custodian shall maintain insurance coverage the following types and amounts with limits agreed to be the Board of Trustees:

(b) Financial Institution Bond - $100,000,000

(c) Professional Liability - $100,000,000

5.9 Setoff - The Custodian shall not have, and shall not seek to enforce, any right of setoff, recoupment, or similar rights against the Investment Property for any amounts owed to the Custodian pursuant to this Agreement.

ARTICLE VI

Trust Expenses

6.1 Expenses

(a) In consideration of the performance of its obligations hereunder, the Program Administrator shall receive a fee from the Trust as set forth on Exhibit F, which fee shall be paid from the earnings of the Trust. The Program Administrator's fee shall be an Investment Property Liability. The Program Administrator shall submit a monthly bill to the chairman of the Board of Trustees for approval stating the amount of the fee for the previous month and providing sufficient information to demonstrate that the fee was calculated in accordance with Exhibit F. The chairman of the Board of Trustees is hereby given the authority to approve or disapprove the bills submitted by the Program Administrator. After receiving the approval of the chairman of the Board of Trustees of such bills, the Program Administrator shall submit such bills to the Custodian for payment, and the Custodian shall pay such bills from the earnings of the Trust. If the chairman of the Board of Trustees does not approve the bills submitted by the Program Administrator within 60 days of their submittal, the Program Administrator may present the bills to the Board of Trustees for review and approval.

(b) From its fee, the Program Administrator shall pay the following costs and expenses:

1. the Custodian's fee as set forth in Exhibit I;

2. all custodial and securities clearance transaction charges;

3. the costs of third parties retained by the Program Administrator to render investment advice pursuant to Section 4.9;

4. all Investment Property record-keeping expenses;

5. the costs of preparing monthly and annual reports;

6. the costs related to sales, marketing, and client service (including website maintenance and certain conference sponsorships);

7. the cost of valuing the Investment Property;

8. outgoing wire charges of the Custodian and the costs of Participant communications including Participant surveys and mailings;

9. the costs of the Trust's auditors and legal counsel;

10. the costs of meetings of the Participant or the Board of Trustees;

11. outgoing wire charges of the Custodian and the cost of obtaining a rating, if any;

12. expenses for Board and Participant meetings including Board travel and education expenses; and

13. the costs of Insurance for the Board and the Trust.

The Program Administrator and the Board of Trustees shall annually establish a budget for the Board's expenses including without limitation the expenses of the Board and committee meetings, the Participant meeting(s), Board travel and education expenses, legal fees, audit fees, and insurance the Program Administrator shall facilitate the payment of these expenses on behalf of the Board from its fee.

(c) Any expenses not paid by Public Trust Advisors, LLC above shall be as mutually agreed upon by the Program Administrator and the Board of Trustees.

ARTICLE VII

Representations and Warranties

7.1 **Representations and Warranties of Each Participant** - Each Participant hereby represents and warrants that:

(a) the Participant has taken all necessary actions and has received all necessary approvals and consents and adopted all necessary resolutions including without limitation as required by Section 2256.016(a) of the Act in order to execute and deliver this Agreement and to perform its obligations hereunder including without limitation the appointment of the Trustees as Trustees, the appointment of the Custodian as Custodian, and the appointment of the Program Administrator as Program Administrator; and

(b) the execution, delivery, and performance of this Agreement by the Participant is within the power and authority of the Participant and does not violate the laws of the state of Texas applicable to the Participant itself and not to the other parties hereto or the Participant's charter or its organizational statute, instrument, or documents or any other applicable local ordinance, resolution, rule, or regulation; and

(c) the execution, delivery, and performance of this Agreement has been duly authorized, and this Agreement is the legal, valid, and binding obligation of the Participant enforceable against the Participant in accordance with its terms subject to applicable bankruptcy, insolvency, moratorium, fraudulent conveyance, reorganization, and similar laws now or hereafter in effect relating to creditors' rights generally and subject to general principles of equity (whether applied in a proceeding at law or in equity); and

(d) the certificates delivered heretofore or hereafter by the Participant pursuant to this Agreement, as of the date specified therein, are true and complete and contain no material misstatements of fact or omissions that render them misleading; and

(e) the execution, delivery, and performance of this Agreement do not conflict with or result in the breach or termination of, or otherwise give any other person the right to terminate, or constitute a default, event of default, or an event with notice or lapse of time or both would constitute a default or an event of default under the terms of any contract or permit to which the Participant is a party or by which the Participant or its properties are bound; and

(f) the proposed investment strategies of the Trust are consistent with and are contemplated by the investment strategy adopted by the Participant pursuant to Section 2256.005(d) of the Act.

7.2 Representations and Warranties of the Custodian - The Custodian hereby represents and warrants that:

(a) the Custodian is a duly organized and validly existing national banking organization organized under the laws of the United States with an office in Dallas, Texas, and is duly qualified to conduct business in the state of Texas; and

(b) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary action on the part of the Custodian and this Agreement is the legal, valid, and binding obligation of the Custodian enforceable against the Custodian in accordance with its terms subject to applicable bankruptcy, insolvency, moratorium, fraudulent conveyance, reorganization, and similar laws now or hereafter in effect relating to creditors' rights generally or the rights of creditors of banks, and subject to general principles of equity (whether applied in a proceeding at law or in equity); and

(c) the performance by the Custodian of its obligations under this Agreement does not violate any laws, rules or regulations of the State of Texas applicable to the Custodian itself and not to the other parties hereto.

7.3 Representations and Warranties of the Program Administrator - The Program Administrator hereby represents and warrants that:

(a) the Program Administrator is a duly organized and validly existing Colorado limited liability company, and is an investment advisor duly registered under the Investment Advisers Act of 1940; and

(b) the execution, delivery and performance of this Agreement have been duly authorized by all necessary action on the part of the Program Administrator and this Agreement is the legal, valid and binding obligation of the Program Administrator, enforceable against the Program Administrator, in accordance with its terms subject to applicable bankruptcy, insolvency, moratorium, fraudulent conveyance, reorganization and similar laws now or hereafter in effect relating to creditors' rights generally, and subject to

general principles of equity (whether applied in a proceeding at law or in equity); and

(c) the performance by the Program Administrator of its obligations under this Agreement does not violate any laws, rules, or regulations of the state of Texas applicable to the Program Administrator itself and not to the other parties hereto.

ARTICLE VIII

Covenants

8.1 Source of Investments - Each Participant hereby covenants that it will invest, pursuant to Section 2.2, only Investment Funds that are permitted to be invested by it pursuant to the laws of the state of Texas and any charter, instrument, organizational document, or organizational statute applicable to such Participant and any state or local ordinance, resolution, rule, or regulation applicable to such Participant and that it will perform all actions required by the laws of the state of Texas and any charter, instrument, organizational document, or organizational statute applicable to such Participant and any state or local ordinance, resolution, rule, or regulation applicable to such Participant to be done prior to such investment.

8.2 Truth of Representations and Warranties - Each party to this Agreement hereby covenants that it shall withdraw from this Agreement prior to the time any of the representations and warranties made by it in Article VII hereof ceases to be true.

ARTICLE IX

Amendment and Termination

9.1 Amendment

(a) Unless explicitly set forth otherwise herein, this Agreement may be amended only by a writing consented to by the Program Administrator, the Custodian, and the Trust acting through the Board of Trustees.

(b) Any amendment executed pursuant to Section 9.1(a) hereof will be effective thirty (30) days after notice is mailed to the Participants setting forth such amendment and stating that the last consent required by Section 9. I (a) hereof has been obtained.

(c) Notwithstanding the foregoing, Exhibit E may be amended by the written consent of a majority of the Board of Trustees. Any such amendment shall become effective thirty (30) days after notice is mailed to the Program Administrator, the Custodian, and the Participants

setting forth such amendment and stating that such amendment has been consented to by a majority of the Board of Trustees.

(d) Notwithstanding the foregoing, Exhibits A, B, and C may be amended by the Program Administrator. Any such amendment shall become effective thirty (30) days after notice is mailed to the Participants and the Custodian setting forth such amendment.

(e) Notwithstanding the foregoing, Exhibit G may be amended by an amendment consented to by the Program Administrator and the Custodian. Any such amendment shall become effective upon the obtaining of such consents.

(f) All Participants that remain Participants after any amendment becomes effective shall be deemed to have consented to the amendment.

9.2 Termination

(a) This Agreement shall continue in full force and effect unless terminated as set forth in this Section 9.2. This Agreement may be terminated at any time pursuant to a duly adopted amendment hereto. This Agreement shall terminate automatically if this Agreement is not amended to name a new Custodian or Program Administrator on or before the day that is immediately prior to the date on which the resignation, withdrawal, or removal of the Custodian or Program Administrator would otherwise become effective.

(b) Upon the termination of this Agreement pursuant to this Section 9.2:

(i) The Custodian, the Board of Trustees, the Trust, and the Program Administrator shall carry on no business in connection with the Investment Property except for the purpose of satisfying the Investment Property Liabilities and winding up their affairs in connection with the Investment Property;

(ii) The Custodian, the Board of Trustees, the Trust, and the Program Administrator shall proceed to wind up their affairs in connection with the Investment Property, and all of the powers of the Custodian, the Board of Trustees, the Trust, and the Program Administrator under this Agreement shall continue until the affairs of the Custodian, the Board of Trustees, the Trust, and the Program Administrator in connection with the Investment Property shall have been wound up including but not limited to the power to collect amounts owed, sell, convey, assign, exchange, transfer, or otherwise dispose of all or any part of the remaining Investment Property to one or more persons at public or private sale for consideration that may consist in whole or in part of cash, securities, or other property of any kind, discharge or pay Investment Property Liabilities and do all other acts appropriate to liquidate their affairs in connection with the Investment Property; and

(iii) After paying or adequately providing for the payment of all Investment

Property Liabilities and upon receipt of such releases, indemnities, and refunding agreements as each of the Custodian, the Board of Trustees, the Trust, and the Program Administrator deem necessary for their protection, the Program Administrator shall direct the Custodian to distribute the remaining Investment Property, in cash or in kind or partly in each, among the Participants according to their respective proportionate balances.

(c) Upon termination of this Agreement and distribution to the Participants as herein provided, the Program Administrator shall execute and lodge among the records maintained in connection with this Agreement an instrument in writing setting forth the fact of such termination, and the Program Administrator, the Custodian, the Board of Trustees, and the Participants shall thereupon be discharged from all further liabilities and duties hereunder, the Trust shall cease, and the rights and benefits of all Participants hereunder shall cease and be canceled and discharged; provided that Sections 4.6(a), 4.8 and 5.6 hereof shall survive any resignation or termination of the Program Administrator or the Custodian or any termination of this Agreement.

(d) If this Agreement is terminated pursuant to Section 9.2 (a) hereof because of the resignation and/or removal of the Program Administrator, such resignation and/or removal shall be postponed until the instrument contemplated by Section 9.2(c) hereof has been executed and lodged among the records maintained in connection with this Agreement.

(e) Notwithstanding the above, one or more separate pools or portfolios established pursuant to this Trust Agreement may be terminated and its assets distributed to the Participants of that pool or portfolio. The dissolution of a pool or portfolio established pursuant to this Trust Agreement does not affect any other pool or portfolio established pursuant to this Trust Agreement. No pool or portfolio established pursuant to this Agreement shall have any right to or claim on the assets of any other pool or portfolio established pursuant to this Agreement.

ARTICLE X

Miscellaneous

10.1 **Governing Law** - This Agreement is executed by the Participants and delivered in the state of Texas and with reference to the laws thereof, and the rights of all parties and the validity, construction, and effect of every provision hereof shall be subject to and construed according to the laws of the state of Texas.

10.2 **Counterparts** - This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall

constitute but one and the same instrument that shall be sufficiently evidenced by any such original counterpart.

10.3 Severability - The provisions of this Agreement are severable, and if any one or more of such provisions (the Conflicting Provisions) are in conflict with any applicable laws, the conflicting provisions shall be deemed never to have constituted a part of this Agreement, and this Agreement may be amended pursuant to Section 9.1 hereof to remove the conflicting provisions; provided, however, that such conflict or amendment shall not affect or impair any of the remaining provisions of this Agreement or render invalid or improper any action taken or omitted prior to the discovery or removal of the conflicting provisions.

10.4 Pools Separately Managed - Separate pools or portfolios established and operated pursuant to the Trust Agreement shall be managed and operated separately and independently by the Program Administrator. There shall be no co-mingling of funds between pools or portfolios, and Participants in one pool or portfolio established pursuant to this Trust Agreement shall have no claim on the funds or assets of another pool or portfolio established pursuant to this Trust Agreement, and investment earnings shall remain in the pool or portfolio in which they are realized.

10.5 Gender Section Headings and Table of Contents

(a) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders, and words importing the singular number shall mean and include the plural number and vice versa.

(b) Any headings preceding the texts of the several Articles and Sections of this Agreement and any table of contents or marginal notes appended to copies hereof shall be solely for convenience of reference and shall neither constitute a part of this Agreement nor affect its meaning, construction, or effect.

10.6 No Assignment - No party hereto may sell, assign, pledge, or otherwise transfer any of its rights or benefits under this Agreement to any other person, and any purported sale, assignment, pledge, or other transfer shall be null and void.

10.7 No Partnership - Other than the creation of the Trust by the Participants hereunder, no provision of this Agreement shall create or constitute an association of two or more persons to carry on as co-owners a business for profit, and none of the parties intends this Agreement to constitute a partnership or any other joint venture or association.

10.8 Notice - Unless oral notice is otherwise allowed in this Agreement, all notices required to be sent under this Agreement:

(a) shall be in writing;

(b) shall be deemed to be sufficient if given by (i) depositing the same in the United States mail, postage prepaid, or (ii) electronically transmitting such notice by any means such as by facsimile transmission, telegraph, telex, or computer hookup; or (iii) by depositing the same with a courier delivery service, addressed to the person entitled thereto at his address or phone number as it appears on the records maintained by the Program Administrator;

(c) shall be deemed to have been given on the day of such mailing, transmission, or deposit; and

(d) any of the methods specified in Section 10.7(b) shall be sufficient to deliver any notice required hereunder notwithstanding that one or more of such methods may not be specifically listed in the sections hereunder requiring such notice.

10.9 Entire Agreement - Except with respect to the letter described in Exhibit G between the Custodian and the Program Administrator, this Agreement shall constitute the entire agreement of the parties with respect to the subject matter and shall supersede all prior oral or written agreements in regard thereto.

10.10 Confidentiality

(a) All information and recommendations furnished by the Program Administrator to the Participants or the Board of Trustees that is marked confidential and all information and directions furnished by the Program Administrator to the Custodian shall be regarded as confidential by each such person to the extent permitted by law. The Program Administrator and the Custodian shall regard as confidential all information concerning the Investment Property and the affairs of the Trust and Participants. Nothing in this paragraph shall prevent any party from divulging information as required by law or from divulging to civil, criminal, bank, or securities regulatory authorities where such party may be exposed to civil or criminal proceedings or penalties for failure to comply or to prevent the Program Administrator from distributing copies of this Agreement or the aggregate value of the Trust to third parties provided, however, confidential information shall not include (i) information that is independently developed or obtained by a party without the use of information provided by any other party; or (ii) information that is otherwise available to the public.

(b) In the event that online terminals or similar electronic devices are used for communication from the Program Administrator to the Custodian or from the Participants to either the Program Administrator or the Custodian, the Program Administrator and the Participants agree to safeguard and maintain the confidentiality of all passwords or numbers

and to disclose them only to such of its employees and agents as reasonably require access to the information concerning the Investment Property. The Custodian agrees to safeguard and maintain the confidentiality of all passwords or numbers and to limit access to this information for the purpose of acting pursuant to this Agreement. The Custodian and the Program Administrator may electronically record any instructions given by telephone and any other telephone discussions with respect to the Account or transactions pursuant to this Agreement.

10.11 Disputes - In the event of any dispute between the parties, the parties agree to attempt to resolve the dispute through negotiation or a method of alternative dispute resolution. No litigation shall be commenced without a certification by an authorized officer, employee, or agent of any party that the dispute cannot be resolved by negotiation or alternative dispute resolution provided in writing at least ten days before commencing legal action.

10.12 Majority of Participants - Whenever any provision hereof refers to a majority of the Participants, such majority shall be determined based upon the number of Participants at that time and shall not be determined by a reference to the balance of each Participant.

10.13 Writings - Whenever this Agreement requires a notice, instruction, or confirmation to be in writing or a written report to be made or a written records to be maintained, it shall be sufficient if such writing is produced or maintained by electronic means or maintained by any other photo static, photographic, or micrographic data storage method such as microfiche as well as on paper.

10.14 Effective Date - This Agreement shall become effective on the effective date.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in its name and on its behalf as of the date first written above.

Public Trust Advisors, LLC



By: _____

Name: Randy S. Palomba

Title: Managing Director



By: _____

Name: Thomas D. Jordan

Title: Chief Executive Officer

Wells Fargo Bank, N.A.
as Custodian

By: _____

Name: _____

Title: _____

THE PARTICIPANTS IN THE TRUST THAT HAVE ENTERED INTO THIS AGREEMENT

By: _____

Chair, Board of Trustees of the Trust

By: _____

Secretary, Board of Trustees of the Trust

Wells Fargo Bank, N.A.
as Custodian

By: Andrea Stellosh

Name: Andrea Stellosh

Title: Vice President

THE PARTICIPANTS IN THE TRUST THAT HAVE ENTERED INTO THIS AGREEMENT

By: _____

Chair, Board of Trustees of the Trust

By: _____

Secretary, Board of Trustees of the Trust

EXHIBIT A

Investment Procedures

1) A Participant shall provide notification to the Program Administrator via methods acceptable to the Program Administrator indicating the amount to be invested and, if more than one fund or account with Texas CLASS has been established, into which fund or account such amount shall be invested (there is no minimum investment). The Participant shall instruct its bank depository to wire Investment Funds to the corresponding account at the Custodian.

2) Receipt of the Program Administrator prior to the cut-off time established pursuant to the Texas CLASS website, accessible at https://www.texasclass.com, of notification of Investment Funds being deposited will cause the value of the Investment Funds to be credited and earn interest on the same business day.

3) Receipt by the Program Administrator after the cut-off time established pursuant to the Texas CLASS website, accessible at https://www.texasclass.com, of notification of Investment Funds being deposited will cause the value of the Investment Funds to be credited and earn interest on the next business day.

4) If Investment Funds for which notification of deposit has been given are not received (except if the Participant can show the contribution procedures have been followed) by the end of the business day on which such notification is given, the Program Administrator shall deduct the value of such Investment Funds from the Participant's balance if previously credited.

If the Participant fails to instruct its bank depository to wire Investment Funds before the cut-off time established pursuant to the Texas CLASS website, accessible at https://www.texasclass.com, on the day notice of the deposit is provided to the Program Administrator, the Participant's balance shall be charged interest equal to any interest earned on such failed deposit for each day the Participant's balance was credited with the deposit before the date the deposit was received. If the Participant can show the contribution procedures have been followed and, notwithstanding, the Investment Funds are not received, then the Program Administrator shall seek to obtain such Investment Funds from the party responsible for the failure of delivery.

5) Participants are prohibited from withdrawing Investment Funds credited to their balance(s) pursuant to (2) and (3) above until such Investment Funds are received by the Custodian.

6) These investment procedures may be amended from time-to-time pursuant to Section 9.1(d) hereof provided, however, that the Program Administrator will only change the times set forth above after consulting with the Custodian.

EXHIBIT B

Payment Procedures

1) The Participant shall provide notification to the Program Administrator via methods acceptable to the Program Administrator indicating the amount to be withdrawn and, if more than one fund or account within Texas CLASS has been established, from which fund or account such amount shall be withdrawn.

2) The Participant shall indicate the payee and include wire or ACH instructions.

3) Requests for withdrawals received by the Program Administrator by the cut-off time established pursuant to the Texas CLASS website, accessible at https://www.texasclass.com, will be processed to permit payment on the business day.

4) Requests for withdrawals received by the Program Administrator after the cut-off time established pursuant to the Texas CLASS website, accessible at https://www.texasclass.com, will be processed the following business day.

5) Participants may only request withdrawals from an account of an amount not to exceed their balance in such account at the time payment is made pursuant to such request.

6) Requests for withdrawals received in accordance with (3) above by the Program Administrator shall be wired or processed through ACH in accordance with the Participant's instructions after noon on such business day, and the funds so wired or processed through ACH shall be immediately available funds.

7) These payment procedures may be amended from time to time pursuant to Section 9.1 (d) hereof, provided, however, that the Program Administrator will only change the times set forth above after consulting with the Custodian.

EXHIBIT C

Valuation Procedures

1. Portfolio Valuation

a. Amortized Cost Valuation - On a daily basis, normally at 3:00 p.m. ET, the Investment Property Value shall be determined using the amortized cost valuation method. The amortized cost valuation method involves initially valuing a security at its cost and thereafter accreting to maturity any discount or amortizing to maturity any premium, regardless of the impact of fluctuating interest rates on the market value of the instrument.

b. Mark-to-Market - At least daily, the Investment Property Value shall be determined on a mark-to-market basis as follows:

The Program Administrator shall determine the market value of the specific investment holdings for the Texas CLASS pool or portfolio. The market values shall be obtained from one or more sources that the Program Administrator believes to be reliable for providing such information. A credible pricing source will be used by the Program Administrator to price the underlying securities on a daily basis.

The market value of the collateral supporting repurchase agreements that are "delivery versus payment" shall be determined by the portfolio manager for each portfolio using the current bid price of the collateral securities obtained from Bloomberg L.P.

The market value of the collateral supporting tri-party repurchase agreements shall be determined by the tri-party custodian. The tri-party custodian will forward a collateral report to the Texas CLASS operations team every business day.

2. Amendment

These Valuation Procedures may be amended from time-to-time pursuant to Section 9.I (d) hereof.

EXHIBIT D

Participation Certificate

The undersigned _____ does hereby request that it be admitted as a Participant pursuant to Section 2.3 of the Eighth Amended and Restated Trust Agreement (the Agreement) dated as of April 8, 2019, by and between the Participants, Wells Fargo Bank, N.A. as Custodian, and Public Trust Advisors, LLC. By executing this Participation Certificate, the undersigned agrees that, upon the execution hereof by the Program Administrator, it will become subject to the same obligations and shall have the same rights as if it had executed the Agreement.

The undersigned hereby certifies that _____ is the duly designated representative of the undersigned as required by the Agreement.

The undersigned hereby certifies that its governing body has taken all actions required by Section 2256.016 of the Public Funds Investment Act, Texas Government Code, in order for it to participate in the Trust created by the Agreement.

_____

(Name of Participant)

PARTICIPANT EXECUTION DATE

By: _____

Name:

Title:

Accepted:

Public Trust Advisors, LLC

By: _____

Name:

Title:

EXHIBIT E

Investment Criteria

1. General Objectives

a. Legality: invest only in investments legally permissible under Texas law.

b. Safety: minimize risk by managing portfolio investments so as to preserve principal and maintain a stable asset value. The Trust shall be managed so that the Trust shall receive the highest rating for a local government investment pool from a nationally recognized statistical rating organization for so long as such a rating is required by Texas law.

c. Liquidity: manage portfolio investments to ensure that cash will be available as required to finance Participants' operations.

d. Yield: maximize current income to the degree consistent with legality, safety, and liquidity.

2. General Standard - All investments made on behalf of the Trust shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation but for investment, considering the probable safety of capital and the probable income to be derived. Investment of funds shall be governed by the following investment objectives in order of priority:

1. preservation of safety of principal;
2. liquidity; and
3. yield.

3. Investments - Investment Funds may be invested in any or all of the legal investments specified in Sections 2256.009 through 2256.016, Public Funds Investment Act, Texas Government Code, as the same may be hereafter amended or in any successor statute but only to the extent that such investments would be permitted by Rule 2a-7, as amended from time-to-time, promulgated by the United States Securities and Exchange Commission pursuant to the Investment Company Act of 1940, as amended (the Rule) if the Rule were applicable to the Trust. The investment criteria for any additional pools or portfolios established pursuant to the Agreement may provide for a more limited investment criteria or investment in only certain investments specified in the Public Funds Investment Act.

4. Amendments -These Investment Criteria may be amended from time-to-time pursuant to Section 9. I (c) hereof.

EXHIBIT F

Program Administrator's Fee

For the performance of its obligations under this Agreement, the Program Administrator will charge a fee from the Investment Property Value (the Daily Fee) for each pool or portfolio established pursuant to this Agreement. This Daily Fee will accrue on a daily basis and be paid monthly in arrears and prorated for any portion of the month in which this Agreement is in effect.

The Daily Fee shall be calculated as follows: The Investment Property Value is multiplied by the Applicable Fee Rate and is divided by 365 or 366 days in the event of a leap year to equal the Daily Fee accrual. The Investment Property Value shall be based on the current day's shares outstanding. For weekend days and holidays, the shares outstanding for the previous business day will be utilized for the calculation of fees.

The Applicable Fee Rate shall be determined monthly on the first business day of each month for each pool or portfolio established pursuant to this Agreement and shall be calculated according to the schedule below which is applicable to each pool or portfolio established pursuant to this Agreement:

	Cumulative Balance	Fee Percentage
First	$1,000,000,000	0.120%
Next	$1,000,000,000	0.110%
Next	$1,000,000,000	0.100%
Next	Over $3,000,000,000	0.090%

Fees may be waived or abated at any time, or from time-to-time, at the sole discretion of the Program Administrator. Any such waived fees may be restored by the written agreement of the Board of Trustees in its sole discretion.

In the event that the Investment Property Value for each pool or portfolio established pursuant to this Agreement declines at any time to a level that would cause the Program Administrator's fee to equal an amount equal to or in excess of the remaining Investment Property Value, the fee shall be reduced to zero.

The blended fee shall never be greater than the yield to the Participants in the corresponding pool or portfolio.

EXHIBIT G

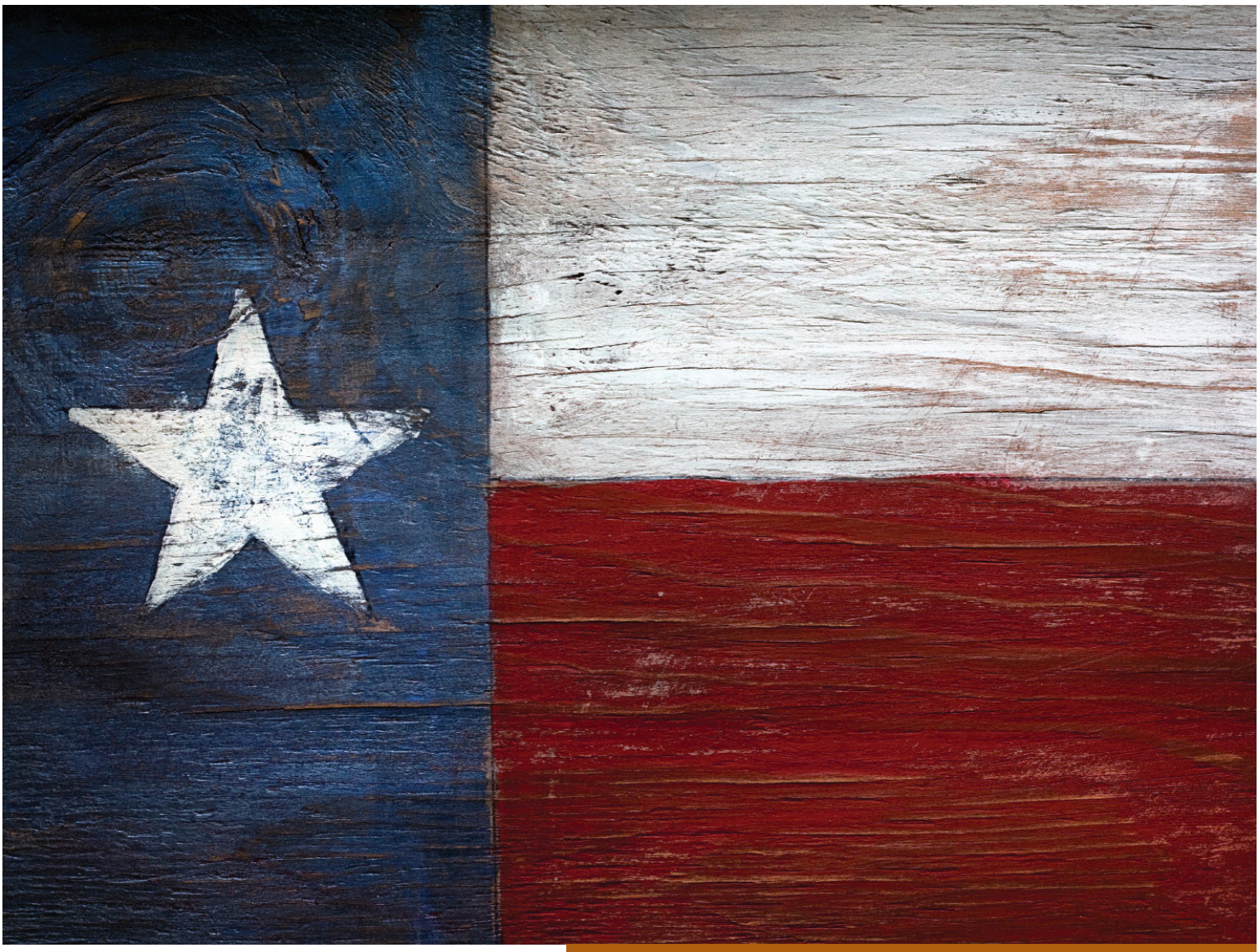
Custodian's Fee

Rate Schedule - The Program Administrator shall pay to the Custodian the costs and fees specified in the Fee Schedule effective April l, 2013, from the Custodian to the Program Administrator as amended from time-to-time by the Program Administrator and the Custodian pursuant to Section 9.1 (e) hereof.





Texas Cooperative Liquid Assets Securities System



December, 2016

Texas CLASS®

Information Statement

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D.	Identity of Advisors	7

Texas CLASS Information Statement, December 2016

No person or entity has been authorized to give any information or to make any representations other than those contained in this Information Statement, and, if given or made, such information or representations must not be relied upon as having been authorized by Texas CLASS, its Board of Trustees, the Investment Advisor or any agent of Texas CLASS or the Board of Trustees.

Each potential Participant is given a copy of the Trust Agreement and this Information Statement before becoming a Participant in Texas CLASS. This Information Statement contains a summary of the Trust Agreement. This summary is qualified in its entirety by reference to the full text of the Trust Agreement. All potential Participants are encouraged to read the Trust Agreement in its entirety for more complete information regarding the program.

Additional information that is a required part of this Information Statement is included in the monthly Program Statements furnished to each Participant. The Information Statement will be updated through supplemental material and may be used only if it is accompanied by such information.

PART 1
Overview of Trust Agreement and Program

Part I of this Information Statement contains certain information about the operation and policies of Texas Cooperative Liquid Assets Securities System Trust (Texas CLASS). The parties to the Trust Agreement are Texas local government entities that choose to participate (the "*Participants*"), Public Trust Advisors, LLC as Program Administrator (the "*Program Administrator*"), and Wells Fargo Bank, NA as Custodian (the "*Custodian*").

A. Participant Investments

The purpose of the Trust is to establish one or more investment funds through which a Participant may pool any of its funds or funds under its control in order to preserve principal, to maintain the liquidity of the Participant, and to maximize yield in accordance with the Public Funds Investment Act (the "Act"), Section 2256.01, et seq., Texas Government Code, or other laws of the State of Texas, from time to time in effect, governing the investment of funds of a Participant or funds under its control. The Trust Agreement is an agreement of indefinite term regarding the investment, reinvestment, and withdrawal of local government funds.

As of December 1, 2016, the Trust has two investment fund options:

1) **Texas CLASS** is an investment option that utilizes all eligible investments as defined by the Public Funds Investment Act (PFIA). Refer to the Texas CLASS Investment Policy for a complete listing of eligible investments.

2) **Texas CLASS Government** is an investment option that utilizes only investments that are backed or collateralized with U.S. Treasury or U.S. Government Agency obligations. Refer to the Texas CLASS Investment Policy for complete listing of the eligible investments for Texas CLASS Government.

With the exception of their respective eligible investments, the terms and conditions are the same for each fund. Therefore, unless otherwise noted, for the purposes of this Information Statement, the two investment options shall be referred to as the "Funds".

Under the Trust Agreement, there are four general objectives of the Trust: (i) Legality - investing only in investments legally permitted under Texas law; (ii) Safety - minimizing risk by managing portfolio investments so as to preserve principal, maintain a stable net asset value, and maintain the highest rating for the Funds from a nationally recognized statistical rating organization for so long as such rating is required by Texas law; (iii) Liquidity - managing portfolio investments to ensure that cash will be available as required to finance Participants' operations; and (iv) Yield - maximizing current income to the degree consistent with legality, safety, and liquidity.

Eligible Participants are any municipality, county, school district or authority created under Section 52(b)(1) or (2), Article III or Section 59, Article XVI, Texas Constitution, a fresh water supply district, a hospital district and any political subdivision, authority, public corporation, body politic, or instrumentality of the State of Texas, any office, department, commission, board, or other agency that is part of any branch of State government, an institution of higher education, and any nonprofit corporation acting on behalf of any of those entities that has taken the actions required by Section 2256.016 of the Act and that has executed either the Trust Agreement or a counterpart of the Trust Agreement or a participation certificate. Any local government entity that becomes a Participant has the same rights and obligations under the Trust Agreement as other Participants.

Each Participant shall have the right to invest funds for credit to such Participant's account. There is no minimum amount that must be invested pursuant to the Trust Agreement, nor is there any limitation on the aggregate amount of funds that any Participant may invest at one time. Similarly, each Participant has the right from time to time to request payment of an amount equal to or less than the amount of funds in the Participant's account. Subject to meeting the daily times for giving notice, which may be adjusted by the Program Administrator, there is no limitation on the period of time that funds may be invested through the Trust prior to such payment. Upon receipt of any payment request, the Program Administrator notifies the Custodian of the payment request from a Participant and the requested amount is paid by the Custodian to, or on behalf of, such Participant not later than the next business day, subject only to certain calamities or crises that may affect the financial markets of the United States, as specified in the Trust Agreement.

Any Participant may withdraw from the Trust Agreement at any time without penalty upon written notice to the Program Administrator, who will notify the Custodian and the Board of Trustees upon receipt of such notice. The withdrawal becomes effective when the Participant's account is equal to zero. If any Participant breaches any material covenants contained in the Trust Agreement or if any of its representations cease to be true, it shall be deemed to have given notice of withdrawal.

Each Participant must designate a representative to act for the Participant under the Trust Agreement for all purposes, including the giving of consent on behalf of the Participant and receiving notice on behalf of the Participant. Pursuant to Section 2256.005 of the Act, such representative must be the investment officer that is empowered by the charter, ordinances, and any local regulation to direct the investments for such Participant. Such representative is not required to devote the representative's entire time to duties under the Trust Agreement.

Such representative shall be the official responsible for the investment of funds into the Trust and all payments made from the Trust for the Participant represented by such representative. In making investment and payment requests, each representative should use judgment and care to achieve the following objectives in the indicated order: (i) preservation and safety of principal, (ii) liquidity, and (iii) yield.

B. Trustees and Board of Trustees; Advisory Board

Pursuant to the Trust Agreement the Trust is supervised by a Board of Trustees, each of whom is elected by the Participants. The Board of Trustees (the "Board") supervises the Trust and its affairs and acts as the liaison between the Participants, the Custodian and the Program Administrator. The Board administers the affairs of the Trust and enters into contracts and agreements on behalf of the Trust in order to effectuate the terms of the Trust Agreement. It also selects the consultants for Texas CLASS, including the Program Administrator and the Custodian, subject to the terms of the Trust Agreement.

The Board of Trustees is selected at the annual meeting of the Participants. Any representative may be nominated as a Trustee. The number of Trustees to be selected shall be determined by the Participants at such meeting and shall be an odd number of three (3) or more. The current list of Trustees is available at www.texasclass.com/board.

The expenses of each Participant to attend the annual meeting are borne by each Participant. The reasonable out-of-pocket expenses of the Trustees incurred in performing their duties and attending meetings of the Board of Trustees are expenses of the Trust.

Pursuant to Section 2256.016(g)(2), the Board of Trustees has appointed an Advisory Board composed of Participants and other persons who do not have a business relationship with the Trust, but are qualified to advise the Trust. The Advisory Board provides advice to the Board of Trustees and the Program Administrator about the Investment Policy and Investment Strategy of the Trust and about other matters as requested by the Board and the Program Administrator. The current list of Advisory Board members is available at www.texasclass.com/advisory.

C. Duties of the Program Administrator and the Custodian

In order to facilitate the business of the Trust, and in conformance with the Act, the services of a Program Administrator and a Custodian are employed by the Trust. The duties of the Program Administrator and the Custodian are specifically set forth in the Trust Agreement.

Subject to the supervision of the Board of Trustees, the Program Administrator is responsible for advising the Board concerning investments which appear to the Program Administrator to be advantageous to the Participants within the investment criteria set forth in the Trust Agreement.

The Program Administrator shall also implement or cause to be implemented securities transactions of the Funds on behalf of the Board and the Participants and shall provide other investment advisory services as called for by the Trust Agreement. Some of these services include the execution of agreements and other documents on behalf of and as agent for the Trust containing representations, warranties and covenants common for such agreements and documents within the investment industry. The Program Administrator also provides portfolio valuation services. The Program Administrator from time to time may propose to the

Participants that the Participants establish specially designated subaccounts with investment payment procedures, fees or other characteristics different from those set forth in the Trust Agreement. Such characteristics may include, without limitation, certain restrictions on amounts to be invested, holding period prior to payments or certain other conditions to be met for payments, such as possible payment penalties, or additional fees for administering such specially designated subaccounts. A Participant in its sole discretion may create any such special subaccount using the same procedure for establishing other subaccounts. The establishment of such special subaccounts is not deemed to be an amendment of the Trust Agreement. Any subaccount that is created is subject to the terms set forth in the proposal of the Program Administrator until the terms governing such special subaccount are amended pursuant to the Trust Agreement.

The Program Administrator performs certain administrative functions on behalf of the Board of Trustees. These functions include maintaining records, assisting in the organization of the annual meeting of the Participants and the meetings of the Board, responding to inquiries and other communications with Participants, paying expenses of the Trust, and engaging in marketing activities to promote participation of Texas governmental entities in the Trust.

The Program Administrator fees are outlined in the Eighth Amended and Restated Trust Agreement with Texas CLASS dated April 8, 2019, the Program Administrator chargesits fee on a sliding scale. The maximum fee is 12 basis points on assets up to $1 billion. The full sliding scale of the current management fee is specified in the Trust Agreement available at www.texasclass.com/document. Fees accrue daily and are deducted from portfolio earnings prior to the recording of daily Participant investment results. The fee is paid monthly and may be waived or abated at any time, in the sole discretion of the Program Administrator. The Program Administrator's fee covers the following costs and expenses of program operation:

- The Custodian's fee
- Third parties retained by the Program Administrator to render investment advice
- Investment Property record-keeping expenses
- Securities clearance transaction charges
- Outgoing wire charges of the Custodian
- Auditor and legal counsel charges
- Preparation of monthly and annual reports
- Execution of Participant surveys and mailings
- Sales, marketing, and client service functions (including Web site maintenance and certain conference sponsorships)
- Valuation of the Investment Property
- Board of Trustee meetings charges
- The cost of obtaining a rating from a nationally recognized statistical rating organization

Wells Fargo Bank, NA serves as Custodian of the Trust. The Custodian is, among other things, responsible for the receipt and safekeeping of all cash, securities or other assets comprising the cooperatively invested assets. Such assets are held for the benefit of the Trust in the name of the Custodian or its nominee. The Custodian also collects the income on investments and allocates it in accordance with the instructions from the Program Administrator and the provisions of the Trust Agreement. The Custodian is required to hold the investments of the Trust separate and apart from other property of the Custodian and assure that such property is never deemed an asset or liability of the Custodian.

D. Investment, Payment, Valuation Procedures

Specific investment, payment, and valuation procedures are described in Exhibits A through C of the Trust Agreement. Such Exhibits may be amended by the Program Administrator.

Exhibit A describes the time by which funds must be received by the Custodian in order to make investments on the same business day. Exhibit B provides the timetable for receipt of notice in order to make payments on the same business day.

As provided in Exhibit C, on a daily basis, normally at 5:00 pm Eastern time, the Investment Property Value is determined by using the amortized cost valuation method. This involves initially valuing a security at its costs and thereafter accreting to maturity any discount or amortizing to maturity any premium, regardless of the impact of fluctuating interest rates on the market value of the instrument.

At least daily, the Investment Property Value is determined on a mark-to-market basis as described in Exhibit C. As an alternative, the market value of all or a portion of the account securities may be determined using the matrix method. Matrix pricing involves grouping

securities into a matrix by type, maturity, and short-term credit rating. A primary dealer who makes markets in those securities will provide the bid side prices for the matrix.

E. Permitted Investments

The Funds have been specifically designed for the use of Texas local government entities. Accordingly, the portfolios of Texas CLASS consist solely of securities in which such entities are permitted to invest funds pursuant to the Act. All investment securities purchased for the Funds, including those with repurchase agreements, are delivered to the Custodian and held for the benefit of the Trust and its Participants.

Home rule city and county charters may have provisions more restrictive than the Act regarding investments of their money and such restrictions may not be complied with by the Trust. Any such restrictions are the sole responsibility of each Participant.

Texas CLASS Authorized Investments
Texas CLASS may invest in any or all of the legal investments specified in Sections through 2256.016, of the Act (referred to herein as "Permitted Investments"). Such investments may include the following:

- U.S. Treasury Bills, Notes, and Bonds,
- Obligations of or guaranteed by U.S. Government Agencies and Instrumentalities,
- State and local government obligations (subject to limitation),
- Certificates of Deposits of a State or National Bank domiciled in the State of Texas guaranteed or insured by the FDIC, that meet the requirements of the Act
- Bankers' Acceptances
- Mutual Funds,
- Repurchase Agreements,
- Highly Rated Commercial Paper, and
- Guaranteed Investment Contracts.

Texas CLASS Government Authorized Investments
Monies of Texas CLASS Government Fund may be invested and reinvested only in investments authorized by the Texas CLASS Investment Policy (Section 6.04) and in Sections through 2256.016, of the Act (referred to herein as "Permitted Investments"). Such investments may include the following:

- U.S. Treasury Bills, Notes, and Bonds,
- Obligations of or guaranteed by U.S. Government Agencies and Instrumentalities,
- Stable $1.00 NAV Mutual Funds.
- Repurchase Agreements.

The Board of Trustees has adopted an Investment Policy and Investment Strategy that further provides what investment instruments the monies of the Funds may be invested and reinvested in. The Funds may only invest in those instruments authorized by the Act. The current Texas CLASS investment policy is available at www.texasclass.com/document.

No monies of the Funds may be invested in the following or in any other type of investment prohibited by the Act or other applicable law:

- obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal (IO's),
- obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest (PO's),
- collateralized mortgage obligations that have a stated final maturity date of greater than 10 years, and
- collateralized mortgage obligations, the interest rates of which are determined by an index that adjusts opposite to the changes in the market index (inverse floaters).

No more than 5% of the total Texas CLASS portfolio (Not applicable for Texas CLASS Government) may be invested in securities issued by one issuer. The maximum portfolio exposure to United States dollar denominated securities issued in the United States by United States branches and/or subsidiaries of foreign entities is 25% of assets.

All investments made on behalf of the Trust shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation but for investment, considering the probable safety of capital and the

probable income to be derived. Investment of funds shall be governed by the following investment objectives in order of priority: (1) preservation and safety of principal; (2) liquidity; and (3) yield.

F. General Information Regarding the Trust

The intent of the Trust is to maintain a net asset value of $1.00, however, due to the risk of market price fluctuation there is no guarantee that a net asset value of $1.00 can be maintained. The Investment Criteria as described in Exhibit E of the Trust Agreement and the Investment Policy and Investment Strategy may be amended by a majority of the Board of Trustees.

The Funds will seek to attain their investment objectives. However, no guarantees or assurances can be given that the Funds will achieve their investment objectives or that any benefit described in this Information Statement will result from the placement of money in the Funds.

G. Portfolio Transactions

Pursuant to the Act, the Board of Trustees has appointed the Program Administrator to invest and manage the funds of the Trust. Portfolio transactions occur primarily with major dealers in money market instruments acting as principals. Such transactions are normally on a net basis which do not involve payment of brokerage commissions. Transactions with dealers normally reflect the spread between bid and asked prices.

G. Program Information

For the most current information on the Trust, please visit www.texasclass.com.

PART 2
INVESTING THROUGH TEXAS CLASS

A. How to Open an Account with Texas CLASS and/or Texas CLASS Government

Any municipality, county, school district, or authority created under Section 52(b)(1) or (2) Article III or Section 59, Article XVI, Texas Constitution, a fresh water supply district, a hospital district and any political subdivision, authority, public corporation, body politic, or instrumentality of the State of Texas, any office, department, commission, board, or other agency that is part of any branch of state government, institution of higher education, and any nonprofit corporation acting on behalf of any of those entities that has taken action required by Section 2256.016 of the Act ("Public Entity") may join the Texas CLASS and/or the Texas CLASS Government investment program. In order to join either Fund an eligible Public Entity must adopt the Trust Agreement through a majority vote of its governing body. To obtain information on how to become a Participant, please contact the Client Service Desk at 800- 707-6242. Upon receipt and acceptance of such forms and any other necessary documents, the Public Entity will be a Participant of Texas CLASS and may make its initial investment of funds.

B. Investments and Payments

Investments in and payments from the Trust can be made by Participants on any business day by notifying the Program Administrator by telephone, written notice, or over the secure internet program, MYACCESS. It is the responsibility of Participants to provide instructions to their respective banks to wire or electronically transfer funds to the account at the Custodian when contributions are made. Participants are responsible for any wire charges billed by their own banks. Custodian wire charges are an expense of the Trust.

For security purposes, only previously designated Participant officials may conduct transactions, and funds will only be wired to payees listed on the list of approved payees provided by the Participant to the Program Administrator in advance of the payment.

For telephone transactions, all conversations are recorded for accuracy and verification.

A Participant may withdraw from Texas CLASS at any time at its discretion by sending an appropriate written notice to Texas CLASS.

C. Reports to Participants

Each Participant receives an annual report containing the audited financial statements of the Trust, including a statement of assets and liabilities and a statement of

operations and changes in net assets of the Trust. The fiscal year end is June 30 of each calendar year. Each Participant receives a monthly report of its own account. Potential Participants are advised to review the financial reports for the Trust that are made available to them.

D. Identity of Advisors

The Program Administrator
Public Trust Advisors, LLC is the Program Administrator under the Trust Agreement. Public Trust Advisors, LLC is an SEC-registered investment advisor and is located at 717 17th Street, Suite 1850, Denver, Colorado 80202. Its phone number is 800-707-6242.

The Custodian
The Custodian is Wells Fargo Bank, NA, with offices in Dallas, Houston, and multiple other locations throughout the state.

Auditors
CliftonLarsonAllen, LLP, a national accounting firm, serves as the independent auditor for the Trust and provides an opinion on the financial statements of the Trust in accordance with generally accepted accounting principles. The address of CliftonLarsonAllen, LLP is 8390 E. Crescent Parkway, Suite 500, Greenwood Village, CO 80111. Its phone number is 303-779-5710.

Attorneys
Bracewell LLP serves as legal counsel to the Trust. The address of Bracewell LLP is 1445 Ross Avenue, Suite 3800, Dallas, Texas 75202. Its phone number is 214-758-1606.

Texas CLASS
2435 North Central Expressway, Suite 1200
Richardson, Texas 75080
T (800) 707-6242 | F (855) 848-9910
clientservices@texasclass.com
www.texasclass.com

Commissioners Court - Regular Session **18.**

Meeting Date: 03/03/2020

Advertisement Approval 3999 IFB Lease of Residential Property at 9769 Hwy 29 W, Georgetown, Texas

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 bids for Lease of Residential Property at 9769 Hwy 29 W, Georgetown, Texas under IFB #3999.

Background

Williamson County seeks a qualified renter to lease the residential property located at 9769 HWY 29 W, Georgetown, Texas, 78628.

General Description of Premises:
The residence is +/-1536 s/f and contains 3 bedrooms and 2 baths. The residence has front and rear covered porches and is located on a large partially fenced lot. The master bath has a Jacuzzi tub with a large shower. The HVAC, water heater and stove are run on propane with the exterior storage tank located near the garage. There is a +/- 480 s/f detached game room located adjacent to the rear covered porch for easy access. A +/- 1200 s/f detached garage/storage (without electricity) is located near the house and it has a 12 x 18 covered storage located along the rear. The lot has a large fenced area between the house for pets and garage. There is no availability for cable TV or internet service in the area. Utilities are PEC for electric, Chisholm Trail SUD for water, propane delivery by a company of choice and a private septic located on the property. Garbage collection services is by contract. The acreage surrounding the Premises shall not be included in the Lease. This is a revenue contract.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	02/27/2020 09:05 AM
County Judge Exec Asst.	Andrea Schiele	02/27/2020 11:21 AM
Form Started By: Thomas Skiles		Started On: 02/26/2020 08:58 AM
Final Approval Date: 02/27/2020		

Commissioners Court - Regular Session **19.**

Meeting Date: 03/03/2020

AV Systems Upgrade Grand Jury Room

Submitted For: Randy Barker **Submitted By:** Andrew Portillo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the agreement between Data Projections and Williamson County for Audio Visual Equipment Upgrades at the Grand Jury Room in the amount of $50,636.94, pursuant to TIPS Contract #171001 and authorizing execution of the agreement. Funding source is P532.

Background

This Agreement includes the installation of new ceiling mounted laser projector and mounting hardware, new electronic ceiling-recessed projection screen, OFE display on side wall, Barco clickshare for non-wireless presentations, 65" clevertouch mounted on mobile cart, document camera, table input locations, laptop input, 4-OFE speakers, amplifier, wireless control panel for control of AV systems and for USB/110V power and charging and new UPS battery backup at the Williamson County Grand Jury Room. Richard Semple is the point of contact for this transaction.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	02/27/2020 09:08 AM
County Judge Exec Asst.	Andrea Schiele	02/27/2020 11:23 AM
Form Started By: Andrew Portillo		Started On: 02/26/2020 09:52 AM
Final Approval Date: 02/27/2020		

DATA PROJECTIONS

WILCO - AV Systems Upgrades - Grand Jury Room - TIPS 171001

Quote # 003018
Version 3

Prepared for:

Williamson County

Don Heflin
don.heflin@wilco.org

DATA
PROJECTIONS

4616 W. Howard Ln
Suite 140
Austin, TX 78728
www.dataprojections.com
512.420.8856

Thursday, February 20, 2020

Williamson County
Don Heflin
,
don.heflin@wilco.org

RE: WILCO - AV Systems Upgrades - Grand Jury Room - TIPS 171001

Dear Don,

Thank you for allowing Data Projections the opportunity to present this solution for the Williamson County.

As a leading audio visual communications design/build firm, Data Projections is uniquely qualified for a project of this scope. Our experience includes solutions for:

- Multipurpose rooms and auditoriums equipped with large-venue audio visual technology solutions
- Videoconferencing systems incorporating control and complete room collaboration, allowing for on-demand decision making and communication among remote locations
- Conference, board rooms and training rooms of all shapes and sizes
- Digital signage implementations across enterprise, university, and district campuses for immediate message distribution
- Operation Center's (NOC's, EOC's, SOC's) audio visual command and control systems
- College and university classrooms, lecture halls and labs
- Individual school classrooms to entire districts
- And many more unique applications

Because we partner with the best technology companies in the industry, we're able to provide a wide range of comprehensive solutions built around the specific needs of our customers, while taking into account the technical, capital and logistical factors involved in each project and solution.

Rapid and effective communication is key to staying ahead of the competition. Better communication leads to better decisions - and better results. How do you maintain consistent communication across your organization as well as external audiences? Data Projections' team of professionals will keep you simply connected.

Kind regards,

Mark Mazac
Account Executive
Austin

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Executive Summary

Scope Introduction
Data Projections is providing this proposal at the request of Williams County for Audio Visual System Upgrades to the Grand Jury Conference Room that will reflect same functionality as Courtrooms AV Systems.

-Project Location:
Williamson County Courthouse
405 Martin Luther King – 2nd Floor
Georgetown, TX 78626

-Onsite Point of Contact:
Don Heflin
Williamson County – IT
Phone: 512-943-1490
Don.heflin@wilco.org

SCOPE OF WORK
Data Projections will provide and integrate new and existing AV Systems in Grand Jury Room as follows.

-
Video:

- New Ceiling mounted Laser Projector and Mounting hardware
- New Electronic Ceiling-recessed Projection Screen
- OFE Display on side wall that will show same image as Projector
- Barco Clickshare – Non-Video wireless presentations
- 65" Clevertouch mounted on Mobile Cart will display content from any source, and will output back into system to be mirrored on in-room Projector Screen and OFE Side Display
- Document Camera located on top of owner furnished equipment rack
- QTY 2 – Table Input locations (BYOD Hub)
- Laptop input at rear of room with Liberty Adapter Ring

Audio:

- 4 – OFE Speakers for program audio
- Amplifier from internal DMPS System for powering ceiling speakers

Control:

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Executive Summary

- Wireless 8.7" Crestron Control Panel for Control of AV Systems (source selection, projector on/off, volume up/down, screen up/down, display on/off, etc.
- New All-in-one 4k Digital Media Presentation/Control System mounted in existing AV Rack

Miscellaneous:
New Cable Cubbies at Table for connectivity to the AV Systems and for USB/110V Power and Charging
New UPS Battery Backup

Special Notes:
-Williamson County will provide power for all AV equipment at all locations (Projector, Table Cubbies, TV, and AV Rack)
-Williamson County will ensure DPI technicians have 4-5 days of full access to the space for installation and testing of AV Systems.
-Williamson County ensures that all existing owner-furnished-equipment (OFE) is in good working condition, if applicable.
-Williamson County will provide IT and Facilities Support for Network, Electrical, HVAC, and/or physical limitations that may be incurred.
-Williamson County will perform the physical cut-outs of Conference Table to accommodate Cable Cubbies

Scope Conclusion:
Upon acceptance of this proposal, provide a signed proposal and Purchase Order including payment method delivered to Data Projections. Installation date will be confirmed once this documentation is received.

Change Orders:
As noted elsewhere in this document, no product changes/substitutions nor changes or modifications in equipment location will be made without the express written consent of **Williamson County** & **Data Projections**. Any requests for deviation to this contract or incomplete client requirements may result in additional fees.

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Room 1 - Hardware

Mfr.	Description		Price	Qty	Ext. Price
Grand Jury Room					
Video System					
CLEVERTOUCH	15465PROEXHP	65" Pro LUX HP Series - NO Clevershare or Clevercable included	$2,951.32	1	$2,951.32
CLEVERTOUCH	SVC-2 YEAR	Extended Warranty for the Clevertouch Interactive Displays	$299.00	1	$299.00
Crestron	DMPS3-4K-350-C	3-Series 4K DigitalMediaPresentation System 350	$6,097.56	1	$6,097.56
Crestron	DM-RMC-4K-SCALER-C	4K DigitalMedia 8G+ Receiver & Room Controller w/Scaler	$1,097.56	3	$3,292.68
DA-LITE	21766	ADV DLX TNSD 113D HD1.1	$5,023.90	1	$5,023.90
Panasonic	PT-RZ570WU	5,000 Lumens, WUXGA Resolution (1,920 x 1,200), 1DLP Laser Projector	$3,358.54	1	$3,358.54
Barco	R9861521NA	CSE-200+ CLICKSHARE + SET	$2,195.12	1	$2,195.12
Barco	R9861500D01C	Clickshare Button Click Share "C" USB connector	$204.88	1	$204.88
WolfVision	VZ-3neo	CMOS 1080p Desktop Visualizer	$2,432.93	1	$2,432.93
CRESTRON	Owner Furnished - HD-EXT3-C-B_SYSTEM	Owner Furnished - 4K HDMIover HDBaseTExtender w/IR & RS-232, Black	$0.00	1	$0.00
Crestron	Owner Furnished - DM-TX-4KZ-302-C	Owner Furnished - DigitalMedia 8G+ 4K60 4:4:4 HDR Transmitter 302	$0.00	2	$0.00
Audio System					

DATA PROJECTIONS

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Room 1 - Hardware

Mfr.	Description		Price	Qty	Ext. Price
Crestron	Owner Furnished - SAROS ICE6T-W-T-EACH	Owner Furnished - Saros Express 6.5" 2-Way In-Ceiling Speaker, White Textured, Single (must be ordered in multiples of 2)	$0.00	4	$0.00
Control System					
Crestron	CEN-GWEXER-PWE	infiNET EX & ER Wireless Gateway w/PoE Injector	$335.37	1	$335.37
Crestron	TST-902	8.7" Wireless Touch Screen	$2,317.07	1	$2,317.07
Miscellaneous Hardware					
CHIEF	CMS492C	2 X 2 AV CEILING ENCLOSURE W/COLUMN	$481.84	1	$481.84
CHIEF	VCMUW	HEAVY DUTY PROJECTOR MOUNT	$363.28	1	$363.28
CHIEF	LTM1U	Micro-Adjust Tilt Wall Mount Large	$239.40	1	$239.40
CHIEF	CSSMP15X10	PROXSLIDE PLT15X10	$114.73	1	$114.73
Crestron	Owner Furnished - ANT-EXT-10	Owner Furnished - 10 ft Antenna Extender	$0.00	1	$0.00
Liberty	HDPMM10F	10' Liberty Premium High Speed HDMI Cables with Ethernet Certified 18G	$16.69	1	$16.69
Liberty	HDPMM06F	6' Liberty Premium High Speed HDMI Cables with Ethernet Certified 18G	$12.06	4	$48.24
Liberty	HDPMM03F	3' Liberty Premium High Speed HDMI Cables with Ethernet Certified 18G	$10.69	3	$32.07

DATA PROJECTIONS

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Room 1 - Hardware

Mfr.	Description		Price	Qty	Ext. Price
Liberty	BYOD-HUB-UT	6x1 under table BYOD auto-switcher / scaler with integrated cable leads	$439.15	2	$878.30
Crestron	FT2-500-ELEC-B	FlipTop™ FT2 Series, 500 Size,Electrical, Black, 8 Module Slots	$371.95	2	$743.90
Crestron	FT2A-CHGR-USBA/C	USB Rapid Charging Module for FT2 ELEC Series, USB Type-C & Type-A High Power Charging Ports, Bus Powered	$152.44	2	$304.88
Crestron	Owner Furnished - FT2A-PWR-US-2	Owner Furnished - AC Power Outlet Module for FT2 Series, Dual, US NEMA 5, Type B, w/2 Under-Table Outlets & Cord	$0.00	2	$0.00
Crestron	Owner Furnished - FT2A-PLT-PT-10	Owner Furnished - Cable Pass-Through Plate Modules for FT2 Series, Qty. 10	$0.00	1	$0.00
Liberty	DL-AR2858-P06	Liberty Adapter Ring for HDMI - 6 Connector Types	$258.93	1	$258.93
Extron	70-584-02	Two AC Outlet AAP - Architectural Adapter Plate - Double Space AAP - Black	$159.24	1	$159.24
Extron	70-090-12	Blank Double	$12.74	1	$12.74
Extron	70-616-02	Single Space AAP - Black - HDMI	$50.96	2	$101.92
Extron	70-090-11	Blank Single	$12.74	2	$25.48
Surgex	UPS-2000-OL	ONLINE UPS 2000VA 2RU 20A 5P	$1,845.01	1	$1,845.01

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Room 1 - Hardware

Mfr.	Description	Price	Qty	Ext. Price
CONEN	SCETAV-NBL CONEN Motorized Height Adjustable Cart - Display Range from 42" - 100" [V shaped base]	$1,096.34	1	$1,096.34
Crestron	ANT-EXT-10 10 ft Antenna Extender	$85.71	1	$85.71

Subtotal: **$35,317.07**

Room 1 Services

Product Details	Ext. Price
Installation Labor	$5,025.00
Design/Engineering	$1,250.00
Project Management	$900.00
Programming Labor	$4,200.00

Subtotal: **$11,375.00**

Miscellaneous Materials

Product Details	Ext. Price
Miscellaneous Materials	$769.90

Subtotal: **$769.90**

Service & Maintenance

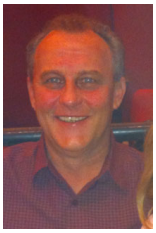
Product Details	Ext. Price
Service & Maintenance	$2,825.37

Subtotal: **$2,825.37**

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WILCO - AV Systems Upgrades - Grand Jury Room - TIPS 171001



Prepared by:
Austin
Mark Mazac
(512) 271-6538
Fax 512.420.9185
mmazac@dataprojections.com

Prepared for:
Williamson County
,
Don Heflin
(512) 943-1490
don.heflin@wilco.org

Quote Information:
Quote #: 003018
Version: 3
Delivery Date: 02/20/2020
Expiration Date: 03/31/2020

Quote Summary

Description	Amount
Room 1 - Hardware	$35,317.07
Room 1 Services	$11,375.00
Miscellaneous Materials	$769.90
Service & Maintenance	$2,825.37
Subtotal:	**$50,287.34**
Shipping:	**$349.60**
Total:	**$50,636.94**

Payment Options

Description	Payments	Interval	Amount
Payment Options			
Net 30	1	One-Time	$50,636.94

Other service options available. Contact your sales representative.

By signing this agreement, you are accepting our Terms and Conditions. This does not negate the need for a purchase order or any other purchasing requirement which your company necessitates. Data Projections reserves the right to require a customer down payment/deposit contingent on the creditworthiness of the customer.

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Austin		Williamson County	
Signature:	Mark D. Mazac	Signature:	
Name:	Mark Mazac	Name:	Don Heflin
Title:	Account Executive	Date:	
Date:	02/20/2020		

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Statement of Performance

TERMS AND CONDITIONS

Notice

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- All work areas should be clean and dust free prior to the beginning of on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by Data Projections project manager.
- In Room(s) where installation is to be completed are to be made available for Data Projections exclusive use on the days of the scheduled installation. Unless specifically arranged in advance, rooms will be available during normal business hours, defined as Monday through Friday, 8:00 AM to 5:00 PM excluding holidays. All required spaces (rooms, access points, etc.) must be available at the start of the installation and remain available for the duration of the Project. Any required space that is unavailable during the scheduled installation time frame may result in delayed delivery of the Project and/or additional charges. Additional rates will only be applied after execution of Data Projections generated Project Change Request according to the Change Management Procedure section following and signed approval by Owner or Owner's representative.
- The project schedule must allow for sufficient time for completion of all installation and final testing of systems prior to occupancy of the site. If sufficient time is not allowed, Data Projections will be held harmless for systems that do not meet requirements. In this case, all costs associated with completion of work, including overtime labor rates, will be considered outside the scope of this offering and billable to the Client. Unless otherwise stated, the installation shall be scheduled contiguously from start to finish. Projects requiring multiple site visits and/or intervals of inactivity between events must be noted as such prior to acceptance of this SOW. If notification is made after initial acceptance of this SOW, Change Management Procedure section following shall be implemented and additional charges may apply. Data Projections reserves the right to revise the proposal/scope of work based upon information obtained from subsequent site surveys and other sources not available at the time of that the original proposal was issued.
- Data Projections reserves the right to substitute equipment of similar specifications should any of the specified equipment be unavailable at time of order from the manufacturer. This will be done in an effort to maintain the completeness of the proposed audiovisual system and meet the anticipated installation schedule. Data Projections will notify the client in the event there is a need for any equipment substitutions.
- There is secure storage for equipment during a multiple-day integration. If secure storage is not available for the duration of the multiple day integration period, Data Projections reserves the right to; delay the installation until secure storage is available which could result in project completion delays and additional storage and delay fees; payment in full for the materials and equipment that cannot be secured thus constituting transfer of ownership and relieving Data Projections of its responsibility and liability for security and protection of said materials and equipment against damage and theft.
- If Customer furnished equipment and existing cabling is to be used, Data Projections assumes that these items are in good working condition and will integrate into the designed solution. Any repair, replacement and/or configuration of these items that may be necessary will be made at an additional cost.
- All Network configurations including IP addresses are to be provided, operational and functional before Data Projections' integration begins. Data Projections will not be responsible for testing the LAN connections.
- Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by late arrival of these items will result in a change order for time and materials.
- Document review / feedback on touch panel layout / correspondence will be completed by the Customer within two business days. {unless otherwise noted}

Integration Project Management Processes

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Statement of Performance

Data Projections will follow a foundational project management process which may include the following actions/deliverables (based on the size/complexity/duration of the integration project):

- Needs Analysis – performed prior to Scope of Work
- Project Welcome Notice – emailed upon receipt of Purchase Order/Notice to proceed
- Project Kick-Off meeting with Customer Representative(s) – either by phone or in-person
- Project Status updates – informal or formal – either by phone, email or in-person (based on the size/complexity/duration of the project)
- Project Change Control – comprised of Field Directed Change Order and/or Contract Change Order submittals
- Substantial Completion– Customer walk-through and user acceptance training – prior to Service transition (if purchased)

User Acceptance Training
This is geared specifically towards the end-user / operator. The purpose of this training is to provide operators with the necessary knowledge to confidently and comfortably operate all aspects of the integrated system.

Areas covered include the following:

- Equipment and system overview
- Equipment operation and function
- Equipment start up, stop, and shut Down
- Equipment automatic and manual operation
- Discussion and documentation relating to control system operation
- Discussion and documentation relating to system processor and its control applications
- Powering up, powering down AV system via control system
- Manual operation of display systems, audio system and all other related components
- Use/operation of patch panels, when and where to be used
- Who to call when help is required

Change Management Procedure
Any changes to the Scope of the project that effect the contractual value of the project must be in writing signed by the Customer and an authorized representative of Data Projections, Inc. Oral changes to the project scope, equipment or materials shall not be binding upon the parties. Changes may impact the ability of Data Projections, Inc. to deliver the desired solution per the original terms of the Contract. After acceptance of this Scope of Work, such signed and approved change orders will be incorporated by reference into and become part of this Contract and will be processed in accordance with the Change Management Procedure detailed below.

Proprietary Notice
This proposal contains confidential information and intellectual property of Data Projections and may be legally privileged. Recipient agrees not to reproduce or make this information available in any manner to persons outside the group directly responsible for evaluation of its contents.

Payment Schedule
The total for this proposal/project is presented as a “not to exceed” unless Data Projections and the “client” agree to add hardware, software or functionality not specifically addressed in this Statement of Work/Executive Summary. The payment schedule outlined in the Payment Options section is contingent on the established line of credit approved by the company. If credit terms are extended, the standard terms are NET 30 days. If credit terms are not requested or extended, payment will be required in full before hardware is

ordered or installation dates are scheduled.

Returns
The approval of product returns is at the discretion of Data Projections and requires a return authorization number. Products that are defective will be repaired, replaced or credited in accordance with the manufacturer's warranty. Goods returned for reasons other than warranty or defect must be in original, undamaged and untarnished condition and must include all original packaging, documentation and accessories. Restocking fees may apply to the items being returned. Any custom ordered products cannot be returned. Please consult Data Projections for additional details.

Warranty
All new equipment provided by Data Projections includes each manufacturer full warranty from the date of invoice. Data Projections will honor all warranty requirements as depot service. Any additional fees outside the manufacturer warranty will be charged accordingly. Data Projections supplies a 90-day workmanship warranty from the date of completion of said system, unless superseded by an extended warranty, service agreement and/or preventative maintenance agreement. Data Projections warrants the system to be free of defects in materials and workmanship and fit for the intended purpose. This warranty does not cover equipment or system abuse, misuse including, but not limited to, operating outside of environmental, electrical, temperature or humidity specifications, system alterations neither approved nor performed by Data Projections; or repair by a service facility other than those authorized by the manufacturer.

Indemnification
Data Projections agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, director and employees (Collectively , Client) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Data Projections' negligent performance of professional services under this Agreement and that of its subcontractors or anyone for whom Data Projections is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Data Projections, its officers, directors, employees and sub-consultants (collectively, Data Projections) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither the Client nor Data Projections shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

No Hire Policy
During the term of the Contract, and for a period of one (1) year after the termination of the Contract, or the completion of the Project, whichever is later, the Client agrees that it will not directly solicit the employment of any individual that was employed by Data Projections during the term of the Contract. In the event Client breaches this provision, the parties agree that it would be difficult to establish the precise amount of damages incurred by Data Projections as a result of such conduct, and therefore the parties agree that immediately upon hiring said individual, Client shall pay to Data Projections an amount equal to 50% of the gross annual salary or wages paid to the individual in question during the twelve months prior to the termination of that individual's employment with Data Projections. This fee shall not apply if the individual responds to a general employment advertisement through newspapers, on-line job boards or postings, agencies, open house, or job fairs.

No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of Customer, the Williamson County Commissioners Court, or the Williamson County Judge.

Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, Customer will only be liable for its pro rata share of services rendered and goods actually received.

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Statement of Performance

Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

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

Commissioners Court - Regular Session **20.**

Meeting Date: 03/03/2020

Approving Agreement for AV Install at CCL4 Courtroom

Submitted For: Randy Barker **Submitted By:** Andrew Portillo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the agreement between Data Projections and Williamson County for integrating new and existing AV/VTC equipment at the County Court at Law 4 Courtroom in the amount of $29,994.73, pursuant to TIPS Contract #171001 and authorizing execution of the agreement.

Background

This agreement is for Data Projections to provide and integrate new and existing AV/VTC equipment into the County Court at Law 4 Courtroom to allow for Video Sessions with Remote detainees as well as the installation of 2 cameras in the courtroom. Richard Semple is the point of contact for this transaction. This expenditure will be charged $25,000.00 out of Grant funded 405P & 405A and $4,994.73 will be coming out of P520 for a grand total of $29,994.73.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	02/27/2020 09:10 AM
County Judge Exec Asst.	Andrea Schiele	02/27/2020 11:24 AM
Form Started By: Andrew Portillo		Started On: 02/26/2020 10:46 AM
Final Approval Date: 02/27/2020		

DATA PROJECTIONS

WILCO - Cisco Tele-Justice System - CCoL-4 - TIPS 171001

Quote # 004658
Version 4

Prepared for:

Williamson County

Don Heflin
don.heflin@wilco.org

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PROJECTIONS

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Suite 140
Austin, TX 78728
www.dataprojections.com
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Friday, February 21, 2020

Williamson County
Don Heflin
,
don.heflin@wilco.org

RE: WILCO - Cisco Tele-Justice System - CCoL-4 - TIPS 171001

Dear Don,

Thank you for allowing Data Projections the opportunity to present this solution for the Williamson County.

As a leading audio visual communications design/build firm, Data Projections is uniquely qualified for a project of this scope. Our experience includes solutions for:

- Multipurpose rooms and auditoriums equipped with large-venue audio visual technology solutions
- Videoconferencing systems incorporating control and complete room collaboration, allowing for on-demand decision making and communication among remote locations
- Conference, board rooms and training rooms of all shapes and sizes
- Digital signage implementations across enterprise, university, and district campuses for immediate message distribution
- Operation Center's (NOC's, EOC's, SOC's) audio visual command and control systems
- College and university classrooms, lecture halls and labs
- Individual school classrooms to entire districts
- And many more unique applications

Because we partner with the best technology companies in the industry, we're able to provide a wide range of comprehensive solutions built around the specific needs of our customers, while taking into account the technical, capital and logistical factors involved in each project and solution.

Rapid and effective communication is key to staying ahead of the competition. Better communication leads to better decisions - and better results. How do you maintain consistent communication across your organization as well as external audiences? Data Projections' team of professionals will keep you simply connected.

Kind regards,

Mark Mazac
Account Executive
Austin

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Executive Summary

Scope Introduction

Data Projections is providing this proposal at the request of Williams County for adding Cisco Video Conferencing system and capabilities to existing Audio Visual System equipment for Courtroom VTC sessions with remote detainees.

-Project Location:

Williamson County Courthouse

County Court at Law #4

405 Martin Luther King

Georgetown, TX 78626

-Onsite Point of Contact:

Don Heflin

Williamson County – IT

Phone: 512-943-1490

Don.heflin@wilco.org

SCOPE OF WORK

Data Projections will provide and integrate new and existing AV/VTC equipment into the Courtroom and integrate into existing AV/Control Systems as follows.

-

Video:

DPI will provide and Integrate a new Cisco VTC System into the existing AV System within the Courtroom to allow for Video Sessions with Remote detainees.

DPI will provide and Install (2) cameras in the Courtroom on either side of projection screen to capture image of Judge's bench and/or Attorney's Tables area.

The control of the new Cisco System will be programmed into the Crestron Touch Panel to allow for calling/answering/camera(s) control in the Courtroom.

Audio:

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Executive Summary

Room Audio System (speakers, Mics, amplifier, etc.) will be integrated with new Cisco VTC System

AVRacks:

Equipment will be installed in existing AVRacks/Enclosures

Miscellaneous:

All Cables, Consumables, and Misc. Materials for power & connectivity to the AVSystem will be provided as part of the proposal.

Special Notes:

-Williamson County will ensure DPI technicians have 2 full days of full access to the space for installation and testing of AV Systems.

-Williamson County ensures that all existing owner-furnished-equipment (OFE) is in good working condition, if applicable.

-Williamson County will provide IT and Facilities Support for Network, Electrical, HVAC,and/or physical limitations that may be incurred.

Scope Conclusion:

Upon acceptance of this proposal, provide a signed proposal and Purchase Order including payment method delivered to Data Projections. Installation date will be confirmed once this documentation is received.

Change Orders:

As noted elsewhere in this document, no product changes/substitutions nor changes or modifications in equipment location will be made without the express written consent of **Williamson County** & **Data Projections**. Any requests for deviation to this contract or incomplete client requirements may result in additional fees.

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Room 1 - Hardware

Mfr.	Description		Price	Qty	Ext. Price
CCOL-4					
Video Conferencing System					
VADDIO	999-9560-000	ONELINK HDMI CISCO CODEC/CISCO CAM N/A	$1,534.97	2	$3,069.94
Cisco Systems	CS-KITPRO-P60-K9	CISCO WEBEX ROOM KIT PRO P60 - CODEC PRO, P60, TOUCH 10- GPL	$13,665.06	1	$13,665.06
Cisco Systems	CON-ECDN-CSKITP0K	ESS WITH 8X5XNBD ROOM KIT PRO WCODEC PRO	$2,387.28	1	$2,387.28
Cisco Systems	CTS-CAM-P60	CISCO TELEPRESENCE PRECISION 60 CAMERA	$4,530.91	1	$4,530.91
Cisco Systems	CON-ECDN-CTSCAM60	ESS WITH 8X5XNBD CISCO TELEPRESENCE PREC	$628.64	1	$628.64

Subtotal: **$24,281.83**

Room 1 Services

Product Details	Ext. Price
Installation Labor	$1,350.00
Design/Engineering	$240.00
Project Management	$200.00
Programming Labor	$3,430.00

Subtotal: **$5,220.00**

Miscellaneous Materials

Product Details	Ext. Price
Miscellaneous Materials	$298.70

Subtotal: **$298.70**

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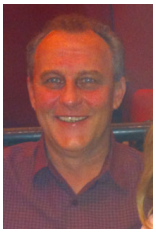
Service & Maintenance

Product Details	Ext. Price
Service & Maintenance	$0.00

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WILCO - Cisco Tele-Justice System - CCoL-4 - TIPS 171001



Prepared by:
Austin
Mark Mazac
(512) 271-6538
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mmazac@dataprojections.com

Prepared for:
Williamson County
,
Don Heflin
(512) 943-1490
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Quote Information:
Quote #: 004658
Version: 4
Delivery Date: 02/21/2020
Expiration Date: 02/28/2020

Quote Summary

Description	Amount
Room 1 - Hardware	$24,281.83
Room 1 Services	$5,220.00
Miscellaneous Materials	$298.70
Subtotal:	**$29,800.53**
Shipping:	**$194.20**
Total:	**$29,994.73**

Payment Options

Description	Payments	Interval	Amount
Payment Options			
Net 30	1	One-Time	$29,994.73

Other service options available. Contact your sales representative.

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Austin		Williamson County	
Signature:	Mark D. Mazac	Signature:	
Name:	Mark Mazac	Name:	Don Heflin
Title:	Account Executive	Date:	
Date:	02/21/2020		

DATA
PROJECTIONS

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Integration Project Management Processes

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- Project Kick-Off meeting with Customer Representative(s) – either by phone or in-person
- Project Status updates – informal or formal – either by phone, email or in-person (based on the size/complexity/duration of the project)
- Project Change Control – comprised of Field Directed Change Order and/or Contract Change Order submittals
- Substantial Completion– Customer walk-through and user acceptance training – prior to Service transition (if purchased)

User Acceptance Training
This is geared specifically towards the end-user / operator. The purpose of this training is to provide operators with the necessary knowledge to confidently and comfortably operate all aspects of the integrated system.

Areas covered include the following:

- Equipment and system overview
- Equipment operation and function
- Equipment start up, stop, and shut Down
- Equipment automatic and manual operation
- Discussion and documentation relating to control system operation
- Discussion and documentation relating to system processor and its control applications
- Powering up, powering down AV system via control system
- Manual operation of display systems, audio system and all other related components
- Use/operation of patch panels, when and where to be used
- Who to call when help is required

Change Management Procedure
Any changes to the Scope of the project that effect the contractual value of the project must be in writing signed by the Customer and an authorized representative of Data Projections, Inc. Oral changes to the project scope, equipment or materials shall not be binding upon the parties. Changes may impact the ability of Data Projections, Inc. to deliver the desired solution per the original terms of the Contract. After acceptance of this Scope of Work, such signed and approved change orders will be incorporated by reference into and become part of this Contract and will be processed in accordance with the Change Management Procedure detailed below.

Proprietary Notice
This proposal contains confidential information and intellectual property of Data Projections and may be legally privileged. Recipient agrees not to reproduce or make this information available in any manner to persons outside the group directly responsible for evaluation of its contents.

Payment Schedule
The total for this proposal/project is presented as a “not to exceed” unless Data Projections and the “client” agree to add hardware, software or functionality not specifically addressed in this Statement of Work/Executive Summary. The payment schedule outlined in the Payment Options section is contingent on the established line of credit approved by the company. If credit terms are extended, the standard terms are NET 30 days. If credit terms are not requested or extended, payment will be required in full before hardware is

ordered or installation dates are scheduled.

Returns
The approval of product returns is at the discretion of Data Projections and requires a return authorization number. Products that are defective will be repaired, replaced or credited in accordance with the manufacturer's warranty. Goods returned for reasons other than warranty or defect must be in original, undamaged and untarnished condition and must include all original packaging, documentation and accessories. Restocking fees may apply to the items being returned. Any custom ordered products cannot be returned. Please consult Data Projections for additional details.

Warranty
All new equipment provided by Data Projections includes each manufacturer full warranty from the date of invoice. Data Projections will honor all warranty requirements as depot service. Any additional fees outside the manufacturer warranty will be charged accordingly. Data Projections supplies a 90-day workmanship warranty from the date of completion of said system, unless superseded by an extended warranty, service agreement and/or preventative maintenance agreement. Data Projections warrants the system to be free of defects in materials and workmanship and fit for the intended purpose. This warranty does not cover equipment or system abuse, misuse including, but not limited to, operating outside of environmental, electrical, temperature or humidity specifications, system alterations neither approved nor performed by Data Projections; or repair by a service facility other than those authorized by the manufacturer.

Indemnification
Data Projections agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, director and employees (Collectively , Client) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Data Projections' negligent performance of professional services under this Agreement and that of its subcontractors or anyone for whom Data Projections is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Data Projections, its officers, directors, employees and sub-consultants (collectively, Data Projections) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither the Client nor Data Projections shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

No Hire Policy
During the term of the Contract, and for a period of one (1) year after the termination of the Contract, or the completion of the Project, whichever is later, the Client agrees that it will not directly solicit the employment of any individual that was employed by Data Projections during the term of the Contract. In the event Client breaches this provision, the parties agree that it would be difficult to establish the precise amount of damages incurred by Data Projections as a result of such conduct, and therefore the parties agree that immediately upon hiring said individual, Client shall pay to Data Projections an amount equal to 50% of the gross annual salary or wages paid to the individual in question during the twelve months prior to the termination of that individual's employment with Data Projections. This fee shall not apply if the individual responds to a general employment advertisement through newspapers, on-line job boards or postings, agencies, open house, or job fairs.

No Waiver of Sovereign Immunity or Powers
Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of Customer, the Williamson County Commissioners Court, or the Williamson County Judge.

Termination for Convenience
This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, Customer will only be liable for its pro rata share of services rendered and goods actually received.

DATA
PROJECTIONS

4616 W. Howard Ln
Suite 140
Austin, TX 78728
www.dataprojections.com
512.420.8856

Statement of Performance

Texas Prompt Payment Act Compliance
Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

Venue and Governing Law
Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

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

Commissioners Court - Regular Session **21.**

Meeting Date: 03/03/2020

Gate at Impound Lot

Submitted For: Randy Barker **Submitted By:** Mary Watson, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving a contract between Williamson County and Lott Fence to install a 6 ft. high gate in the amount of $1,487.36 and authorizing the execution of the contract.

Background

This service is for the installation of a 6' high chain link and three strand barbed wire gate that has an approximate 7' opening. Line posts made into terminal post by welding. Work will be performed at the Impound Lot on SE Inner Loop, Georgetown, TX. End user contact will be Chief Tim Ryle. The funding source is 01.0100.0560.004715.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	02/27/2020 09:01 AM
County Judge Exec Asst.	Andrea Schiele	02/27/2020 11:18 AM
Form Started By: Mary Watson		Started On: 02/26/2020 10:22 AM
Final Approval Date: 02/27/2020		

LOTT FENCE

P.O. Box 1597 • Round Rock, Texas 78680
(512) 845-4719 • LottFence@aol.com
www.LottFence.com

CONTRACT

Date 1-16-20

Name Williamson County Erected At Southeast Inner Loop

Bill To _____ City _____ State/Zip _____

This contract is made with the understanding and agreement that the Purchaser will locate and make plainly visible all property pins or place stakes for all end, corner and gate posts for the erection or repair of the fence. The Purchaser also assumes full responsibility for same thus Lott Fence is relieved of all liability for placement of fence. The lines for the erection or repair of the fence will be cleared by the Purchaser. Lott Fence is not responsible for any damages to underground installations such as sprinklers, waterlines, cables, sewers, wiring, pipes, tubing, conduits, drains, or such unless location of said installations are plainly marked off above ground as to their exact location. Fencing and especially wood fences are not free from knots, splits, wane, spikes, checking, warps, stains, gouges, cheri, spots, cracks, and other imperfections. A fence is not a substitute for landscaping. In reference to fence line grade, uneven terrain will have more grade breaks while flatter surfaces will have fewer grade changes. Ground is never "bubble level" or "straight" in dealing with fence line grade. The bottoms of fences sometimes have ground contact in areas, and fence bottoms often have gaps in other locations due to grade. Lott Fence is never responsible for closing gaps at the bottom of a fence or a gate. All information printed here is accepted by the Purchaser.

_____ FT. _____ FT. HIGH _____ FENCE @ _____ FT. $_____

PICKET SIZE _____ PICKET GRADE _____ PICKET STYLE _____

_____ SINGLE WALK GATE(S) _____ @ _____ EA. $_____

_____ DOUBLE DRIVE GATE(S) _____ @ _____ EA. $_____

RAILS _____ POSTS _____

_____ FT. 6' FT. HIGH CHAIN LINK FENCE 9.0 GAUGE FABRIC @ _____ FT. $_____

LINEPOST SIZE (O.D. X LENGTH) _____ x _____ GAUGE _____

TOP RAIL SIZE (O.D. X LENGTH) _____ x _____ GAUGE _____

_____ TERMINALS (O.D. X LENGTH) _____ x _____ GAUGE _____ @ _____ EA. $_____

1 ▲ Single Swing GATE(S) 15' FRAME SIZE ± 7' OPENING 6' HIGH @ _____ EA. $_____

_____ GATE(S) _____ FRAME SIZE _____ OPENING _____ HIGH @ _____ EA. $_____

DETAILS: Extend 2-2 3/8 lineposts by welding @ _____ PR. $_____

DETAILS: extensions so that they can be @ _____ PR. $_____

DETAILS: used for terminal posts. Pull two 6' @ _____ PR. $_____

DETAILS: 3 strand sections into new terminals @ _____ PR. $_____

▲ = DENOTES FINISH SIDE

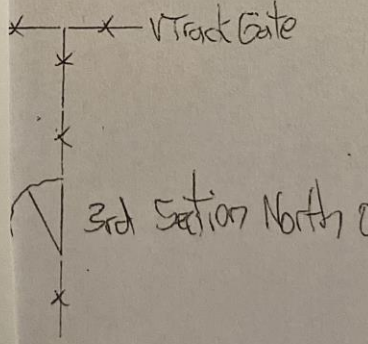
DIAGRAM

TOTAL CONTRACT $ 14873.36

TAX EXEMPT

X-3 Strand Barbed Wire for top of Swing Gate.

Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.



TERMS: Payment of total balance is due immediately upon completion of job

MECHANICS LIEN: All materials supplied shall remain the property of Lott Fence until all sums due are paid in full.

Accepted By Purchaser _____

Home # _____ Work # _____

Fax # _____ Other # _____

D. Lott

LOTT FENCE

Commissioners Court - Regular Session **22.**

Meeting Date: 03/03/2020

Authorize utilization of TIPS Contract 181101 and Service Contract for Demolition of Structures

Submitted For: Randy Barker **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving a service contract between Building Abatement Demolition Company (BADC) and Williamson County for Demolition of Structures, in the amount of $115,800 as per TIPS Contract 181101, and authorizing execution of the agreement.

Background

This item is for the demolition of Right-Of-Way Houses. The fixed lump sum fee under this contract is $115,800.00, unless amended by a change order and approved by the Williamson County Commissioners' Court. The detailed scope of work and proposal from the BADC is attached as Exhibit A. Point of contact is Bob Lubecker and Funding Source is 01.100.1009.4509 approved in FY20 Budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Vendor Signed Contract with Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	02/27/2020 10:15 AM
County Judge Exec Asst.	Andrea Schiele	02/27/2020 10:20 AM
Form Started By: Johnny Grimaldo		Started On: 02/27/2020 08:09 AM
Final Approval Date: 02/27/2020		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
FOR DEMOLITION OF STRUCTURES
TIPS #181101

THIS SERVICES CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** (hereinafter "County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Building Abatement Demolition Company, Inc.** with offices at 1621 CR 269, Leander, Texas 78641, (hereinafter "BADC"). The County agrees to engage BADC as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Services: BADC shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. BADC expressly acknowledges that he, she or it is not an employee of the County. The services include, but are not limited to the following items in order to complete the project:

A. As described in the attached Proposal/Quotation/Bid, dated February 13, 2020 and designated Exhibit "A," which is incorporated herein as if copied in full.

Should the County choose to add services in addition to those described in Exhibit "A", such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by the County for the additional services. BADC shall not begin any additional services and the County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

II.

Effective Date and Term: This Contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph X below.

III.

Consideration and Compensation: BADC will be compensated based on a lump sum fee for the specific project herein. **The fixed lump sum fee amount under this Contract is $115,800.00, unless amended by a change order and approved by the Williamson County Commissioners Court.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

IV.

Insurance: BADC shall provide and maintain, until the services covered in this Contract is completed and accepted by the County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the County and name the County as an additional insured.

Type of Coverage	**Limits of Liability**
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	$500,000 Ea. Accident
Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER OCCURRENCE
Comprehensive General Liability (*including premises,*	$1,000,000

completed operations and contractual)

Aggregate policy limits: $2,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000
Aggregate policy limits	No aggregate limit	

BADC, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by the County.

Upon execution of this Contract, BADC shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

V.

Entire Contract & Incorporated Documents: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

A. As described in the attached Proposal/Quotation/Bid, dated February 13, 2020 and designated Exhibit "A," which is incorporated herein as if copied in full; and

B. Any required insurance certificates evidencing required coverages.

VI.

No Agency Relationship & Indemnification: It is understood and agreed that BADC shall not in any sense be considered a partner or joint venturer with the County, nor shall BADC hold himself out as an agent or official representative of the County unless

expressly authorized to do so by a majority of the Williamson County Commissioners Court. BADC shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by BADC or failure to act relating to the services being provided.

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE BADC SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE BADC, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. BADC HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, BADC SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS CONTRACT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF BADC OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge.

IX.

Compliance with All Laws: BADC agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

X.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving seven (7) days written notice thereof. In the event of termination, the County will only be liable for its pro rata share of services rendered and goods actually received.

XI.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XII.

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

XIII.

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

XIV.

Confidentiality: BADC expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all

times.

XV.

Resolution of Conflicting Terms and Conditions: In the event there is a conflict between the terms and conditions of this Contract and the terms and conditions of any document incorporated into this Contract by reference or attachment, the terms and conditions of this Contract shall control.

XVI.

Good Faith Clause: BADC agrees to act in good faith in the performance of this Contract.

XVII.

No Assignment: BADC may not assign this Contract.

XVIII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of the County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of the County.

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
Printed Name

Date: _____ ___, 20___

BUILDING ABATEMENT DEMOLITION COMPANY, INC.:

_____
Authorized Signature

SUD STRINGER
Printed Name

Date: 2-19 ___, 2020

Exhibit "A"
Proposal/Quotation/Bid dated February 13, 2020

BUILDING ABATEMENT DEMOLITION COMPANY, INC.

February 13, 2020

TIPS Contract #181101

Reference: Bid for the Demolition of Structures for Williamson County

In accordance with your request Building Abatement Demolition Company, Inc. is pleased to submit the pricing to furnish labor, equipment and materials needed for the completion of this project.

SELECTIVE DEMOLITION SCOPE OF WORK

- Removal and proper disposal of multiple houses, out buildings, slabs, asphalt, sidewalks, portable buildings, pavilion, interior or split rail fencing, rock wall, pool, backfill of pool, septic, trash, and tires

6801 FM 272 Bartlett TX:	**$10,650.00**
101 CR138 Hutto TX:	**$10,550.00**
175 CR 138 Hutto TX:	**$37,850.00**
3825 CR 110 Hutto TX:	**$18,850.00**
915 Stubblefield Lane Liberty Hill TX:	**$20,450.00**
923 Stubblefield Lane Liberty Hill TX:	**$17,450.00**
Lump Sum Bid:	**$115,800.00**

EXCLUSIONS ARE AS FOLLOWS:

- Cutting and capping of any utilities or make safe
- Rerouting or relocating of utilities
- Utility pole removal
- Well plugging or capping
- Asbestos abatement
- Any concealed conditions
- Replacement of materials removed
- Permit filing or fees

BID NOTES AND CLARIFICATIONS:

- This proposal is based on three days during a normal work week Monday through Friday
- This proposal is good for sixty- (60) days from the date of this proposal
- Lump sum price includes all labor, supervision, material, equipment, waste hauling and disposal, overhead, profit, payroll taxes, General liability insurance and Workers compensation
- Provide transportation and disposal of all debris to an approved landfill by an insured and licensed hauler

Exhibit "A"
Proposal/Quotation/Bid dated February 13, 2020

- Removal and clean-up will be in accordance with all federal, state and local regulations that are specifically applicable to this job and are in effect at the time of this proposal
- Building Abatement Demolition Company, Inc. does not hereby assume responsibility nor indemnify the general contractor and / or owner for their sole negligence. In the event of concurrent negligence, Building Abatement Demolition Company, Inc. indemnity will apply to the extent of Building Abatement Demolition Company, Inc. negligence

TERMS:

The terms of payment of the material, equipment and labor based on the original scope of work described herein will be due: Upon Completion

We sincerely appreciate the opportunity to submit this proposal and look forward to being of other service on this project.

Sincerely;
Building Abatement Demolition Company, Inc.
JOE ROBERTS

OPERATIONS MANAGER

Commissioners Court - Regular Session **23.**

Meeting Date: 03/03/2020

Participation in regional habitat conservation plan for a WCRBP project - Forest North drainage project

Submitted By: Gary Boyd, Parks

Department: Parks

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on participation by Williamson County Road Bond Program under the County's habitat conservation plan (HCP) for a drainage improvement and maintenance project related to Forest North Estates in north Austin, Williamson County, Texas.

Background

This project area comprises drainage improvements and maintenance for seven zones within existing neighborhoods. The project area covers approximately 5.5± acres - all the area overlies Karst Zone 1, an area with known potential for karst features - in the Forest North Estates in north Austin, bounded in general by RM 620 to the north, Parmer Lane to the east, Anderson Mill Road to the south and US Hwy 183 to the west; more specifically the Project Area covers approximately 13,000 linear feet of existing infrastructure within Forest North Estate, Timberwood, Village Oaks, and the Anderson Mill Village South neighborhoods. The improvements/maintenance activities are to facilitate safe, more efficient runoff removal from the neighborhoods by re-grading and clearing out existing drainage waterways, modernizing existing storm sewer and associated infrastructure and installing new storm sewers and adjusting water mains.

Staff recommends the following action: Authorize County Judge (or designee) to acknowledge/sign the Determination Letter to enroll the project under the Williamson County Regional Habitat Conservation Plan, and to execute, when presented, the Participation Agreement for this project, WCCF File 20200213, and to sign any related documents as may be required.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Determination Letter - Forest North

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/27/2020 09:55 AM
Form Started By: Gary Boyd		Started On: 02/27/2020 07:58 AM
Final Approval Date: 02/27/2020		

WILLIAMSON COUNTY CONSERVATION FOUNDATION

Also by electronic mail to Christen Eschberger at ceschberger@hntb.com

Board of Directors
As of October , 2018

Pct. 3 Commissioner
Valerie Covey,
Board President
Williamson County, TX

Pct. 2 Commissioner
Cynthia Long
Board Vice-president
Williamson County, TX

Brent A. Baker
Studio/16:19
Round Rock, TX

Paul Barron
Cedar Park, TX

John Copelan
Georgetown, TX

Doug Fell
Hutto, TX

Lyle Grimes
Cedar Park, TX

Gary Boyd
Director, Environ. Prog.
Sec. to the Board

Williamson County
Conservation Foundation
c/o Parks and Recreation
219 Perry Mayfield
Leander, TX 78641
512/943-1921

January 29, 2020

Williamson County Road Bond Program
c/o Honorable Bill Gravel, Jr., County Judge
710 Main Street, Suite 101
Georgetown, TX 78626

Re: A project area comprising drainage improvements and maintenance for seven zones within existing neighborhoods. The project area covers approximately 5.5± acres in the Forest North Estates in north Austin, bounded in general by RM 620 to the north, Parmer Lane to the east, Anderson Mill Road to the south and US Hwy 183 to the west; more specifically the Project Area covers approximately 13,000 linear feet of existing infrastructure within Forest North Estate, Timberwood, Village Oaks, and the Anderson Mill Village South neighborhoods; Williamson Central Appraisal District tax parcels identified as within the project: R065584, R063208, R342893, R342888, R096424, R063450, R063449, R062884, R062886, R096421, R063207, R063189, R063238, R062904, R342887, R063211, R096418, R076888, R076928, R062885, R432909, and R062885; application file number is WCCF 20200221.

Dear Judge Gravell:

The following determination of fees relates to the referenced project as a condition of participation under the Williamson County Regional Habitat Conservation Plan (RHCP). A review of the proposed project has been conducted in accordance with the RHCP and is based on supporting documents from the application Environmental Due Diligence Documentation. Accordingly, the Williamson County Conservation Foundation makes the following determination as to this application:

1. **The enrollment fee for participation for the referenced project will be $600.00 (Six Hundred and No Hundredths Dollars). This fee is calculated using the acreage in the Edwards Limestone geological karst zone, which totals approximately 5.5± acres (5.5 acres x $100/acre rounded up to the nearest acre= $600.00).**

2. **Please notify this office as soon as possible – by email to wccf@wilco.org or by fax to 512-943-1931 – of agreement to these participation terms.**

3. **A Participation Agreement based on the terms outlined in this Letter will be delivered to the Williamson County Commissioners Court for execution upon receipt of the participation fee.**

4. **A portion of the Participation Agreement ("Memorandum of Participation") is to be filed in the deed records of Williamson County. Please return a signed copy of the Participation Agreement to us. If you wish the WCCF to handle filing and to bill you for the associated fee, please indicate in the space at the**

bottom of this letter. Otherwise, please contact this office for filing instructions.

Subsequent to WCCF's receipt of the original recorded copy, this office will 1) provide a copy for your file, and, upon request, 2) prepare and mail a participation certificate. Although the certificate is not an official document, it may be posted at the project site as notification to interested parties of participation in the Williamson County RHCP.

Should you have any questions about this letter, please contact WCCF.

Sincerely,

Gary D. Boyd

Director, Environmental Programs

Williamson County Conservation Foundation

~~~~~~

Agreed as to both form and substance:

By: _____

Title: _____

Date: _____

~~~~~~

Note:

If you wish the WCCF to handle document filing with the Williamson County Clerk and bill you for the filing fee, please initial and date here: _____

Commissioners Court - Regular Session **24.**

Meeting Date: 03/03/2020

Awarding RFQ #2451-3 Corridor I Planning From US 183 to SH 29

Submitted For: Randy Barker **Submitted By:** Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on awarding RFQ #2451-3 Corridor I Planning from US 183 to SH 29 (Road Bond Map Project #2.6) to the most qualified firm K.Friese & Associates, Inc. and authorizing execution of the agreement. Funding Source is P344.

Background

Purchasing solicited sealed statements of qualifications for Planning and Design of Road Bond Projects. 68 firms participated in the solicitations of which 31 firms submitted for the projects specified in the RFQ. Evaluations were held for the planning projects. The firms that submitted for planning projects were short-listed and interviews were held. After the interview phase, it was determined that K.Friese and Associates were the most qualified firm to provide the services required by the County for Corridor I Planning From US 183 to SH 29 Road Bond Project #2.6. Total contract amount will be $3,000,000.00. Department point of contact is Terron Evertson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Award Letter

Contract

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	02/27/2020 10:24 AM
County Judge Exec Asst.	Andrea Schiele	02/27/2020 11:16 AM
Form Started By: Thomas Skiles		Started On: 02/26/2020 08:17 AM
Final Approval Date: 02/27/2020		

WILLIAMSON COUNTY
1848

February 10, 2020

Mr. Randy Barker
Williamson County Purchasing Department
100 Wilco Way, P101
Georgetown, TX 78626

Subject: Recommendation for RFQ 2451 2.6 Corridor I from US 183 to SH 29

Based on the attached supporting documentation, the Planning and Design of Road Bond Projects Selection Committee recommends the selection of K Friese + Associates which was the top ranked firm from the evaluation process.

Six firms were interviewed on February 6, 2020 by the following Selection Committee:

[redacted]

Please feel free to contact me if you have any questions.

Sincerely,

J. Terron Evertson, P.E.
County Engineer

Cc: Commissioner Cynthia Long, Pct 2

INTERVIEWS - Planning & Design of Road Bond Projects - PLANNING PROJECTS
RFQ 2451
DATE: February 6, 2020

Mandatory Criteria	Maximum Score Points	American Structurepoint	Atkins North America	Binkley & Barfield	CP&Y	Garver	Halff Associates	K Friese + Associates
Project Manager's Experience/Qualifications with similar projects	20	15	15	15	15	15	17	17
Individuals on Project Team's Experience/Qualifications with all aspects of roadway design	20	15	15	13	17	13	17	15
Individuals on Project Team's Experience/Qualifications providing structural planning and design	20	15	15	15	15	15	15	15
Individuals on Project Team's Experience/Qualifications providing drainage planning and design services for projects	20	15	15	15	15	15	15	15
Understanding of project and previous performance with Williamson County	20	15	15	15	17	13	15	17
Availability of Project Manger, task leads and relevant staff	20	13	13	15	13	15	13	15
TOTAL	120	88	88	88	92	86	92	94

[redacted]

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

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

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

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
C. National Environmental Policy Act (NEPA)
D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective March 15, 2012, including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition

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

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

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

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

ARTICLE 3
ENGINEERING SERVICES

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

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

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

ARTICLE 4
CONTRACT TERM

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

notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

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

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

ARTICLE 5
COMPENSATION AND EXPENSES

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

The maximum amount payable under this Contract, without modification, is **three million Dollars ($3,000,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

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

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

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

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

ARTICLE 6
METHOD OF PAYMENT

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

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

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

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

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

ARTICLE 7
PROMPT PAYMENT POLICY

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

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

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

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

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

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

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

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

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

ARTICLE 9
PROJECT TEAM

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

County's Road Bond Program Manager
Attn: Michael Weaver
HNTB Corporation
101 E. Old Settlers Blvd., Suite 100
Round Rock, Texas 78664

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

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

Thomas M Owens, PE, Executive Vice President
K Friese & Associates, Inc.
1120 S Capital of Texas Highway
CityView 2, Suite 100
Austin, TX, 78676

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

judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

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

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

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

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

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

ARTICLE 11
SUSPENSION

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

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

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

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

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

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

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

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

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

ARTICLE 14
CONTRACT AMENDMENTS

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

ARTICLE 15
USE OF DOCUMENTS

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

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

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

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

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

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

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

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

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

ARTICLE 17
SUBCONTRACTING

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

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

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

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

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

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

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

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

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

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

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

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

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

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

A. By mutual agreement and consent, in writing, of both parties.

B. By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.

C. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

D. By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.

E. By satisfactory completion of all Engineering Services and obligations described herein.

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

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

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

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

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

ARTICLE 21
COMPLIANCE WITH LAWS

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

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

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

ARTICLE 22
INDEMNIFICATION

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

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

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

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

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

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

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

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

ARTICLE 24
ENGINEER'S SEAL

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

ARTICLE 25
INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

   With copy to:

   Williamson County Auditor's Office
   Attn: Contracts Auditor
   901 South Austin Avenue
   Georgetown, Texas 78626

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

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

ARTICLE 26
COPYRIGHTS

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

ARTICLE 27
SUCCESSORS AND ASSIGNS

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

ARTICLE 28
SEVERABILITY

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

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

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

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

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

ARTICLE 31
NOTICES

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

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

ok
2/24/2020

With copy to: County's Road Bond Program Manager
Attn: Michael Weaver
HNTB Corporation
101 E. Old Settlers Blvd., Suite 100
Round Rock, Texas 78664

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

Engineer: Thomas M Owens, PE, Executive Vice President
K Friese & Associates, Inc.
1120 S Capital of Texas Highway
CityView 2, Suite 100
Austin, TX 78676

ARTICLE 32
GENERAL PROVISIONS

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

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

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

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this

Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

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

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

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

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

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

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present

officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

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

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

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

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

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject

matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

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

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

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

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

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

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract

sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

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

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

SIGNATORY WARRANTY

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

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

COUNTY

OK mwy 2/24/2020

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell Jr., County Judge

Date: _____ ____, 20____

ENGINEER

K Friese & Associates, Inc.

By _____

Printed Name: Thomas M Owens, PE

Title: Executive Vice President

Date: FEBRUARY 19, 2020

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

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

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

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

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

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

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

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

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

K Friese & Associates, Inc

Signature of Certifying Official

Thomas M Owens, PE
Printed Name of Certifying Official

Executive Vice President
Title of Certifying Official

FEBRUARY 19, 2020
Date

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

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Thomas Owens

_____ the Executive Vice President of K-friese + Associates ,on behalf of said firm.

Notary Public in and for the
State of Texas

My commission expires: 10/17/2022

NICOLE MARIE MCCRACKEN
Notary ID #129996708
My Commission Expires
October 17, 2022

EXHIBIT B

ENGINEERING SERVICES

General Work Description: Provide engineering services and planning to develop **Corridor I from US 183 to SH 29** Planning & Design.

The Engineer may perform any or all of the following tasks listed below, as described in detail in each Work Authorization:

TASK 1 - PROJECT MANAGEMENT

TASK 2 - ROUTE AND DESIGN STUDIES

TASK 3 - PUBLIC INVOLVEMENT

TASK 4 - SURVEYING

TASK 5 - ROW MAPPING

TASK 6 - ENVIRONMENTAL STUDIES & DOCUMENTS

TASK 7 - GEOTECHNICAL SERVICES

TASK 8 - PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)

TASK 9 - CONSTRUCTION PHASE SERVICES

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

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

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

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

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

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

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

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

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

EXECUTED this ____ day of _____, 20___.

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

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

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

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

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EXHIBIT D – RATE SCHEDULE

OK
M 2/24/2020

K Friese & Associates, Inc.

Principal/Senior Technical Advisor	$350.00 per hour
Senior Project Manager	$250.00 per hour
Quality Manager	$240.00 per hour
Senior Engineer	$225.00 per hour
Project Engineer	$185.00 per hour
Design Engineer	$150.00 per hour
Engineer-In-Training	$125.00 per hour
Senior CAD Operator	$120.00 per hour
CADD Operator	$100.00 per hour
Senior Engineer Tech	$130.00 per hour
Engineer Tech	$125.00 per hour
Admin/Clerical	$90.00 per hour
Senior GIS Operator	$130.00 per hour
GIS Operator	$125.00 per hour
GIS Technician	$110.00 per hour

Direct Expenses	
In-house Photocopies B/W (8 1/2" X 11")	$0.16/page
In-house Photocopies Color (8 1/2" X 11")	$0.75/page
In-house Photocopies B/W (11" X 17")	$0.32/page
In-house Photocopies Color (11" X 17")	$1.50/page
In-house Plots (B/W on Bond)	$0.75/sf
In-house Plots (Color on Bond)	$1.75/sf
In-house Large Format Plotting	$2.50/sf
In-house Mounting of Large Exhibits	$10.00/sf

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EXHIBIT D – RATE SCHEDULE

Raba Kistner Consultants, Inc.

Principal	$220.00 per hour
Senior Geotechnical Engineer	$195.00 per hour
Project Manager	$185.00 per hour
Geotechnical Engineer	$165.00 per hour
Engineer in Training	$135.00 per hour
Geologist	$120.00 per hour
Geotechnical Logger	$110.00 per hour
CADD Technician	$95.00 per hour
Senior Geotechnical Engineering Technician	$80.00 per hour
Geotechnical Laboratory Technician	$75.00 per hour
Geotechnical Engineering Technician	$70.00 per hour
Admin/Clerical	$60.00 per hour

Direct Expenses

8 ½" x 11" b/w Paper Copies	$0.21 per page
11" x 17" b/w Paper Copies	$0.31 per page
8 ½" x 11" color Paper Copies	$0.38 per page
11" x 17" color Paper Copies	$0.45 per page
Drill Rig Mobilization (min charge)	$495.00 each
Drill Rig Mobilization	$6.50 per mile
Logger Truck	$0.85 per mile
Drilling & Sampling (Cohesive/Granular Soils)	$19.50 per ft
Hollow Stem Drilling (Granular Soils)	$28.00 per ft
Drilling & Sampling (Soft Rock - Limestone)	$35.00 per ft
Drilling & Sampling (Hard Rock - Limestone)	$42.00 per ft
Texas Cone Penetrometer	$25.00 per test
Standard Penetration	$20.00 per test
Bentonite Backfill	$3.50 per ft
Driller Standby	$195.00 per hour
Traffic Control	$3,000.00 per day
Lab Testing (Moisture Content)	$15.00 per test
Lab Testing (Atterberg Limit)	$105.00 per test
Lab Testing (Percent Passing No. 200 Sieve)	$58.00 per test
Lab Testing (Sieve Analysis)	$85.00 per test
Lab Testing (Hydrometer)	$355.00 per test
Lab Testing (Corrosivity: Chloride, pH, Resisitivity)	$175.00 per test
Lab Testing (Unconfined Compression –Soil)	$32.00 per test
Lab Testing (Unconfined Compression – Rock)	$38.00 per test
Lab Testing (Sulfate Testing)	$98.00 per test
Lab Testing (Lime Series Curve)	$410.00 per test
Lab Testing (Moisture/Density Test)	$295.00 per test
Lab Testing (Resilient Modulus)	$1,800.00 per test
Lab Testing (California Bearing Ratio Test)	$185.00 per test

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EXHIBIT D – RATE SCHEDULE

day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed. All rates adjustments and modifications shall be set forth in a written fully executed Contract Amendment.

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EXHIBIT D – RATE SCHEDULE

Surveying And Mapping, LLC

Principal	$200.00 per hour
Senior Project Manager	$175.00 per hour
Project Manager	$150.00 per hour
Senior Survey Technician	$110.00 per hour
Survey Technician	$98.00 per hour
Two (2) Person Survey Field Crew	$155.00 per hour
Three (3) Person Survey Field Crew	$195.00 per hour
Additional Rodperson, Chainperson, Flagperson	$30.00 per hour
One (1) Person Survey Field Crew	$115.00 per hour
Project Coordinator – Mobile LiDAR	$120.00 per hour
Mobile LiDAR Processing Technician	$120.00 per hour
Project Coordinator - AM	$120.00 per hour
Certified Photogrammetrist	$125.00 per hour
Analytical Triangulation Specialist	$110.00 per hour
Aerial Mapping Technician	$98.00 per hour
Orthophoto Specialist	$98.00 per hour
Mapping Editor	$98.00 per hour
Aerial Office Technician	$65.00 per hour
Project Coordinator - AP	$120.00 per hour
Aerial Processing Technician	$100.00 per hour
Project Coordinator - FWAL	$120.00 per hour
Airborne LiDAR Processing Technician	$100.00 per hour
HAL Processing Technician	$98.00 per hour
Project Coordinator - HAL	$120.00 per hour
Helicopter Flight Crew Rotary Wing Aircraft	$205.00 per hour
Helicopter LiDAR Processing Technician	$125.00 per hour
Department Manager (SUE)	$200.00 per hour
Sr. Project Manager (SUE)	$195.00 per hour
Project Manager (SUE)	$177.00 per hour
Senior Engineer (SUE)	$177.00 per hour
Utility Coordinator	$125.00 per hour
Senior Utility Coordinator	$165.00 per hour
Utilities Field Inspector	$109.00 per hour
Senior Utilities Field Inspector	$129.00 per hour
Engineer in Training	$124.00 per hour
Phase Manager (SUE)	$124.00 per hour
Senior Office Technician (SUE)	$124.00 per hour
Office Technician (SUE)	$102.00 per hour
Administrative Assistant	$78.00 per hour
Field Coordinator/Field Supervisor	$150.00 per hour
Three (3) Person SUE Locating Crew (W/Equipment)	$279.00 per hour
Two (2) Person SUE Field Crew (W/Equipment)	$190.00 per hour
One (1) Person SUE Designating Crew (W/Equipment)	$100.00 per hour
Vac Crew Rate (includes 1 unit with 2-man crew)	$247.00 per hour
Vac Crew Rate (overtime) (weekends, work exceeding 8 hours per day)	$265.00 per hour

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EXHIBIT D – RATE SCHEDULE

Direct Expenses	
Control Monuments	$90.00/Each
Ground Target (Includes paint, panel material, etc.)	$20.00/Each
GPS Receiver	$25.00/Hour
Terrestrial Laser Scanner	$100.00/Hour
LiDAR Workstation	$15.00/Hour
Helicopter Rate	$1,450.00/Hour
Fixed Wing Aircraft Rate	$1,300.00/Hour
Aerial LiDAR System	$700.00/Day
Digital Imagery Processing	$32.00/Each
LiDAR Mobile Mapping System	$6,500/Day
Aerial Photography Flight Crew (Fixed Wing Aircraft)	$205.00/Hour
LiDAR Flight Crew Fixed Wing Aircraft (Includes Pilot and LiDAR Operator)	$120.00/Hour
Helicopter Flight Crew (Includes Pilot and LiDAR Operator)	$325.00/Hour
AP Transit Miles	$12.00/Mile
AP Project Flight Miles	$32.00/Mile
AP ABGPS Processing	$3,000.00/Project
FWAL Transit Miles	$12.00/Mile
FWAL Project Flight Miles	$32.00/Mile
B&W Processing (film, development, scanning)	$10.00/Each
CIR Processing (film, development, scanning)	$10.00/Each
Color Processing (Film, development, scanning)	$15.00/Each
Digital Image Processing	$27.00/Each
Ground Penetrating Radar (Adder to Designating Crew Rate)	$400.00/Day
Specialty Equipment (Sonde, Radio Beacon, Duct Rodder)	$35.00/Day
Flashing Arrow Board, warning signs (w/stands and traffic cones)	$38.00/Day
ATV or Utility Vehicle	$75.00/Day
Environmental Supplies (Paint, Supplies, Lath Stakes)	$25.00/Day
Pavement Coring	$300.00/Core
Agency As-built Information (Reproduction) Fees	$10.00/Copy
Additional Vehicle (Required for safety or materials)	$200.00/Day
Roadway Bonding Agent	$110.00/bucket

OK MG 2/24/2021

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EXHIBIT D – RATE SCHEDULE

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EXHIBIT D – RATE SCHEDULE

Atkins North America, Inc.

Principal	$350.00 per hour
Sr Advisor	$325.00 per hour
Sr Project Manager	$300.00 per hour
Project Manager	$225.00 per hour
Sr Engineer II	$300.00 per hour
Sr Engineer I	$250.00 per hour
Project Engineer	$185.00 per hour
Design Engineer	$150.00 per hour
EIT II	$125.00 per hour
EIT I	$110.00 per hour
Sr Engineer Tech	$140.00 per hour
Engineer Tech	$120.00 per hour
Jr Engineer Tech	$100.00 per hour
Sr CADD Operator	$130.00 per hour
CADD Operator	$110.00 per hour
Jr CADD Operator	$90.00 per hour
Sr Environmental Planner	$250.00 per hour
Environmental Planner	$180.00 per hour
Jr Environmental Planner	$125.00 per hour
Sr Environmental Specialist	$150.00 per hour
Environmental Specialist	$120.00 per hour
Jr Environmental Specialist	$90.00 per hour
Sr Environmental Field Tech	$100.00 per hour
Environmental Field Tech	$80.00 per hour
Jr Environmental Field Tech	$60.00 per hour
Sr GIS Analyst	$135.00 per hour
GIS Analyst	$110.00 per hour
GIS Technician	$80.00 per hour
Graphics Technician	$90.00 per hour
Technical Writer	$100.00 per hour
Sr Public Involvement Specialist	$160.00 per hour
Public Involvement Specialist	$135.00 per hour
Jr Public Involvement Specialist	$95.00 per hour
Sr Transportation Planner	$185.00 per hour
Transportation Planner	$145.00 per hour
Jr Transportation Planner	$100.00 per hour
Scheduler II	$220.00 per hour
Scheduler I	$160.00 per hour
Contract Specialist	$115.00 per hour
Admin/Clerical	$85.00 per hour
Intern	$70.00 per hour

OK
2/24/2021

Direct Expenses

Large Format Plotting (per square foot)	$2.50
Drymount on 1/4" Foam Core (per square foot)	$3.00
Photocopies B/W (8 1/2" X 11") (per page)	$0.07

EXHIBIT D – RATE SCHEDULE

Photocopies Color (8 1/2" X 11") (per page)	$0.20
Photocopies B/W (11" X 17") (per page)	$0.10
Photocopies Color (11" X 17") (per page)	$0.25

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EXHIBIT D – RATE SCHEDULE

CP&Y, Inc.

Environmental Manager	$251.00 per hour
Senior Environmental Planner	$245.00 per hour
Environmental Planner IV	$174.00 per hour
Environmental Planner I/II	$111.00 per hour
Senior Environmental Scientist	$174.00 per hour
Environmental Scientist IV	$154.00 per hour
Environmental Scientist III	$121.00 per hour
Environmental Scientist III	$111.00 per hour
Senior Architectural Historian	$148.00 per hour
Architectural Historian	$107.00 per hour
Senior GIS Operator	$111.00 per hour
GIS Operator	$101.00 per hour
Admin/Clerical	$121.00 per hour

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Direct Expenses

8 ½" x 11" b/w Paper Copies / each	$0.25
11" x 17" b/w Paper Copies / each	$0.50
8 ½" x 11" color Paper Copies / each	$0.75
11" x 17" color Paper Copies / each	$1.50
Reproduction of CD/DVD / each	$30.00
CDs/DVDs / each	$2.00
4" X 6" Digital Color Print / picture	$0.50
Noise Meter Rental / per day	$80.00
GPS Unit / per day	$80.00
Environmental Supplies / per day	$27.00
ATV or Utility Vehicle / per day	$75.00
Materials and Shipping / per package	$40.00
Courier Services / each	$45.00

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EXHIBIT D – RATE SCHEDULE

American Structurepoint, Inc.

Principal	$280.00 per hour
QA/QC Engineer	$260.00 per hour
Sr. Project Manager	$250.00 per hour
Project Manager	$220.00 per hour
Sr. Project Engineer	$190.00 per hour
Project Engineer	$150.00 per hour
Design Engineer	$128.00 per hour
Engineer In Training	$115.00 per hour
Sr. Technician	$140.00 per hour
Technician	$100.00 per hour

Direct Expenses

8 ½" x 11" b/w Paper Copies	$0.10/page
11" x 17" b/w Paper Copies	$0.32/page
8 ½" x 11" color Paper Copies	$0.75/page
11" x 17" color Paper Copies	$1.50/page
Plots (B/W on Bond)	$0.75/sf
Plots (Color on Bond)	$1.75/sf
In-house Large Format Plotting	$2.50/sf

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m 2/24/22

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

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EXHIBIT E

Williamson County
Vendor Reimbursement Policy

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

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

1. Invoices and Affidavits

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

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

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

2. Travel Reimbursement

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

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

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

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

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

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

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

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

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

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

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

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

3. Meals

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

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

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

3.4 County will not reimburse for alcoholic beverages.

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

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

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

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

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

5. Airfare

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

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

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

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

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

6. Car Rental

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

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

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

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

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

6.6 Insurance purchased when renting vehicle may also be reimbursed.

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

7. Personal Car Usage

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

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

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)

7.2.1.5 Correspondence that verifies business purpose of the expense

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

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

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

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

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

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

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

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

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

8. Other Expenses

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

9. Repayment of Nonreimbursable Expense.

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

10. Non-Reimbursable Expenses

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

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

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

Commissioners Court - Regular Session **25.**

Meeting Date: 03/03/2020

Awarding RFQ #2451-12 Corridor I Planning Ronald Reagan Blvd to US 183

Submitted For: Randy Barker **Submitted By:** Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on awarding RFQ #2451-12 Corridor I Planning from Ronald Reagan Blvd. to US 183 (Road Bond Map Project #3.7) to the most qualified firm Atkins North America, Inc. and authorizing execution of the agreement. Funding Source is P361.

Background

Purchasing solicited sealed statements of qualifications for Planning and Design of Road Bond Projects. 68 firms participated in the solicitations of which 31 firms submitted for the projects specified in the RFQ. Evaluations were held for the planning projects. The firms that submitted for planning projects were short-listed and interviews were held. After the interview phase, it was determined that Atkins North America was the most qualified firm to provide the services required by the County for Corridor I Planning from Ronald Reagan Blvd to US 183 Road Bond Project #3.7. Total contract amount will be $2,000,000.00. Department point of contact is Bob Daigh.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Award Letter

Contract

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	02/27/2020 10:18 AM
County Judge Exec Asst.	Andrea Schiele	02/27/2020 11:20 AM
Form Started By: Thomas Skiles		Started On: 02/26/2020 08:27 AM
Final Approval Date: 02/27/2020		

WILLIAMSON COUNTY
1848

February 10, 2020

Mr. Randy Barker
Williamson County Purchasing Department
100 Wilco Way, P101
Georgetown, TX 78626

Subject: Recommendation for RFQ 2451 3.7 Corridor I from Ronald Reagan Blvd to US 183

Based on the attached supporting documentation, the Planning and Design of Road Bond Projects Selection Committee recommends the selection of Atkins which was the top ranked firm from the evaluation process.

Six firms were interviewed on February 5, 2020 by the following Selection Committee:

[redacted]

Please feel free to contact me if you have any questions.

Sincerely,

J. Terron Evertson, P.E.
County Engineer

Cc: Commissioner Valerie Covey, Pct 3

INTERVIEW - 3.6 & 3.7 Planning & Design of Road Bond Projects - PLANNING PROJECTS
RFQ 2451
DATE: February 5, 2020

Mandatory Criteria	Maximum Score Points	American Structurepoint	Atkins North America	Binkley & Barfield	Garver	Huitt-Zollars	K Friese + Associates
Project Manager's Experience/Qualifications with similar projects	20	15	17	12	15	12	15
Individuals on Project Team's Experience/Qualifications with all aspects of roadway design	20	12	17	12	12	15	12
Individuals on Project Team's Experience/Qualifications providing structural planning and design	20	15	15	15	15	15	15
Individuals on Project Team's Experience/Qualifications providing drainage planning and design services for projects	20	15	15	15	15	15	15
Understanding of project and previous performance with Williamson County	20	17	17	15	15	15	15
Availability of Project Manger, task leads and relevant staff	20	15	15	15	15	13	15
TOTAL	120	89	96	84	87	85	87

[redacted]

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

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

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

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
C. National Environmental Policy Act (NEPA)
D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective March 15, 2012, including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition

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

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

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

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

ARTICLE 3
ENGINEERING SERVICES

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

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

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

ARTICLE 4
CONTRACT TERM

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

notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

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

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

ARTICLE 5
COMPENSATION AND EXPENSES

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

OK

The maximum amount payable under this Contract, without modification, is **two million Dollars ($2,000,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

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

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

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

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

ARTICLE 6
METHOD OF PAYMENT

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

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

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

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

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

ARTICLE 7
PROMPT PAYMENT POLICY

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

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

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

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

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

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

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

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

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

ARTICLE 9
PROJECT TEAM

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

County's Road Bond Program Manager
Attn: Michael Weaver
HNTB Corporation
101 E. Old Settlers Blvd., Suite 100
Round Rock, Texas 78664_

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

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

Atkins North America, Inc.
Attn: James Lowe
11801 Domain Blvd, Suite 500
Austin, TX 78758

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

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

ARTICLE 10
PROGRESS EVALUATION

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

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

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

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

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

ARTICLE 11
SUSPENSION

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

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

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

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

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

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

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

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

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

ARTICLE 14
CONTRACT AMENDMENTS

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

ARTICLE 15
USE OF DOCUMENTS

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

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

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

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

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

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

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

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

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

ARTICLE 17
SUBCONTRACTING

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

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

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

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

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

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

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

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

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

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

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

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

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

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

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

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

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

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

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

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

ARTICLE 21
COMPLIANCE WITH LAWS

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

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

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

ARTICLE 22
INDEMNIFICATION

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

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

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

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

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

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

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

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

ARTICLE 24
ENGINEER'S SEAL

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

ARTICLE 25
INSURANCE

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

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

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

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

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

that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $250,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

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

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

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

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

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

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

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

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

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

   With copy to:

   Williamson County Auditor's Office
   Attn: Contracts Auditor
   901 South Austin Avenue
   Georgetown, Texas 78626

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

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

ARTICLE 26
COPYRIGHTS

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

ARTICLE 27
SUCCESSORS AND ASSIGNS

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

ARTICLE 28
SEVERABILITY

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

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

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

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

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

ARTICLE 31
NOTICES

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

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

With copy to: County's Road Bond Program Manager
Attn: Michael Weaver
HNTB Corporation
101 E. Old Settlers Blvd., Suite 100
Round Rock, Texas 78664

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

Engineer: **Atkins North America, Inc.**
Attn: Steven Lindsey
11801 Domain Blvd, Suite 500
Austin, TX 78758

ARTICLE 32
GENERAL PROVISIONS

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

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

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

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

under the same or similar circumstances at the same time and in the same locality.

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

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

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

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

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

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of

any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

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

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

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

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

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator.

Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

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

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

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

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

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

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract

sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

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

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

SIGNATORY WARRANTY

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

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

OK
2/24/22

COUNTY

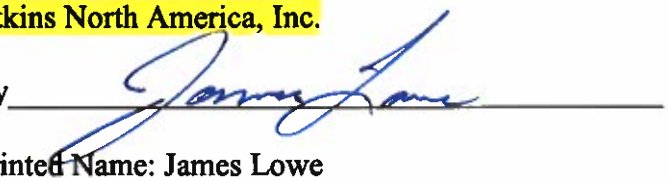
WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell Jr., County Judge

Date: _____ ____, 20_____

ENGINEER

Atkins North America, Inc.

By 

Printed Name: James Lowe

Title: Division Manager

Date: February 24, 2020

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

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

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

ok
M

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

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

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

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

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

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

Atkins North America, Inc.
Name of Firm

Signature of Certifying Official

James Lowe
Printed Name of Certifying Official

Division Manager
Title of Certifying Official

February 24, 2020
Date

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

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by James Lowe the Division Manager of Atkins North America, Inc., on behalf of said firm.

Cindy Lou Scott

Notary Public in and for the
State of Texas

My commission expires: 02-04-2022



EXHIBIT B

ENGINEERING SERVICES

General Work Description: Provide engineering services and planning to develop **Corridor I from Ronald Reagan Blvd to US 183** Planning & Design.

The Engineer may perform any or all of the following tasks listed below, as described in detailin each Work Authorization:

TASK 1 - PROJECT MANAGEMENT

TASK 2 - ROUTE AND DESIGN STUDIES

TASK 3 - PUBLIC INVOLVEMENT

TASK 4 - SURVEYING

TASK 5 - ROW MAPPING

TASK 6 - ENVIRONMENTAL STUDIES & DOCUMENTS

TASK 7 - GEOTECHNICAL SERVICES

TASK 8 - PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)

TASK 9 - CONSTRUCTION PHASE SERVICES

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

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

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

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

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

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

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

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

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

EXECUTED this ____ day of _____, 20___.

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

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

Atkins North America, Inc.
K Friese & Associates, Inc.
PE Structural Consultants, Inc.
SWCA Environmental Consultants
HVJ Associates
HVJ South Central Texas, M&J
Inland Geodetics, LLC
Surveying And Mapping, LLC

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

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

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

Exhibit D - Rate Schedule
Transportation Corridor I

Atkins North America, Inc.	
CATEGORY	**RATE**
Principal	$350.00
Sr Advisor	$325.00
Sr Project Manager	$300.00
Project Manager	$225.00
Sr Engineer II	$300.00
Sr Engineer I	$250.00
Project Engineer	$185.00
Design Engineer	$150.00
EIT II	$125.00
EIT I	$110.00
Sr Engineer Tech	$140.00
Engineer Tech	$120.00
Jr Engineer Tech	$100.00
Sr CADD Operator	$130.00
CADD Operator	$110.00
Jr CADD Operator	$90.00
Sr Environmental Planner	$250.00
Environmental Planner	$180.00
Jr Environmental Planner	$125.00
Sr Environmental Specialist	$150.00
Environmental Specialist	$120.00
Jr Environmental Specialist	$90.00
Sr Environmental Field Tech	$100.00
Environmental Field Tech	$80.00
Jr Environmental Field Tech	$60.00
Sr GIS Analyst	$135.00
GIS Analyst	$110.00
GIS Technician	$80.00
Graphics Technician	$90.00
Technical Writer	$100.00
Sr Public Involvement Specialist	$160.00
Public Involvement Specialist	$135.00
Jr Public Involvement Specialist	$95.00
Sr Transportation Planner	$185.00
Transportation Planner	$145.00
Jr Transportation Planner	$100.00
Scheduler II	$220.00
Scheduler I	$160.00
Contract Specialist	$115.00
Admin/Clerical	$85.00
Intern	$70.00
DIRECT EXPENSES	
Mileage (per mile)	Current Federal Rate
Postage	Current Postal Rate
Large Format Plotting (per square foot)	$2.50
Drymount on 1/4" Foam Core (per square foot)	$3.00
Photocopies B/W (8 1/2" X 11") (per page)	$0.07
Photocopies Color (8 1/2" X 11") (per page)	$0.20
Photocopies B/W (11" X 17") (per page)	$0.10
Photocopies Color (11" X 17") (per page)	$0.25

OK
M 2/24/2020

Exhibit D - Rate Schedule
Transportation Corridor I

K Friese & Associates, Inc.	
CATEGORY	**RATE**
Principal	$350.00
Senior Project Manager	$250.00
Quality Manager	$240.00
Senior Engineer	$225.00
Project Engineer	$185.00
Design Engineer	$150.00
EIT	$125.00
Sr. Engr. Tech.	$130.00
Engineer Tech.	$125.00
Admin/Clerical	$90.00
Senior GIS Operator	$130.00
GIS Operator	$125.00
GIS Technician	$110.00
DIRECT EXPENSES	
Mileage (per mile)	Current Federal Rate
Standard Postage	Current Postal Rate
Certified Letter Return Receipt	Current Postal Rate
Photocopies B/W (8 1/2" X 11") (per page)	$0.25
Photocopies B/W (11" X 17") (per page)	$0.35
Photocopies Color (8 1/2" X 11") (per page)	$1.00
Photocopies Color (11" X 17") (per page)	$2.00
Plots (B/W on Bond) (per square foot)	$5.50
Plots (Color on Bond) (per square foot)	$5.50
Presentation Boards 30" X 40" Color Mounted (each)	$125.00
Report Printing (each)	$60.00
Report Binding and Tabbing (each)	$40.00
Reproduction of CD/DVD (each)	$2.00
CDs (each)	$1.00

ok
2/24/2020

Exhibit D - Rate Schedule
Transportation Corridor I

PE Structural Consultants, Inc.	
CATEGORY	**RATE**
Principal Engineer	$265.00
Sr. Project Manager/VP	$220.00
Senior Structural Engineer	$210.00
Senior Struct'l QAQC Manager	$200.00
Structural Engineer	$182.00
Structural Project Engineer	$150.00
Structural Design Engineer	$125.00
EIT II	$112.00
EIT I	$105.00
Graduate Engineer	$75.00
Undergraduate Engineer	$60.00
CADD/Production Manager	$160.00
Senior CADD Technician	$115.00
CADD Technician	$90.00
Admin/Clerical	$75.00
DIRECT EXPENSES	
Mileage (per mile)	Current Federal Rate
Postage	Current Postal Rate
Photocopies B/W (8 1/2" X 11") (per page)	$0.15
Photocopies Color (8 1/2" X 11") (per page)	$1.00
Photocopies B/W (11" X 17") (per page)	$0.25
Photocopies Color (11" X 17") (per page)	$2.00

ok
m 2/24/2021

Exhibit D - Rate Schedule
Transportation Corridor I

SWCA Environmental Consultants	
CATEGORY	**RATE**
Principal-in-Charge	$285.00
Subject Matter Expert	$210.00
Specilaist X	$171.00
Specilaist IX	$153.00
Specilaist VIII	$142.00
Specialist VII	$131.00
Specialist VI	$119.00
Specialist V	$109.00
Specialist IV	$99.00
Specialist III	$89.00
Specialist II	$79.00
Specialist I	$67.00
Administrative V	$89.00
Technician II	$55.00
Technician I	$47.00
DIRECT EXPENSES	
Mileage (per mile)	Current Federal Rate
Postage	Current Postal Rate

ok
m 2/24/2020

Exhibit D - Rate Schedule
Transportation Corridor I

HVJ Associates		
CATEGORY	**RATE**	
Senior Engineer VI, P.E.	$185.00	
Project Engineer IV, P.E.	$145.00	
Project Engineer I, P.E.	$125.00	
Staff Engineer, EIT	$105.00	
Engineering Technician II	$92.00	
Engineering Technician I	$50.00	
Administrative Assistant	$75.00	
DIRECT EXPENSES		**UNIT**
Mileage (per mile)	Current Federal Rate	mile
FWD Mobilization/Demobilization	$110.00	each
FWD Equipment	$2,800.00	day

OK
2/24/22

Exhibit D - Rate Schedule
Transportation Corridor I

HVJ South Central Texas, M&J		
CATEGORY	**RATE**	
Sr Advisor/Sr Project Manager	$175.00	
Project Manager	$150.00	
Project Engineer	$125.00	
EIT	$100.00	
Sr Technician	$90.00	
Technician	$75.00	
Sr CADD Operator	$85.00	
Admin/Clerical	$65.00	
DIRECT EXPENSES		**UNIT**
Mileage (per mile)	Current Federal Rate	mile
Mobilization/Demobilization	$650.00	each
Drill Rig Minimum Charge	$1,500.00	each
Drill Rig Hourly Rate	$250.00	per hour
Undisturbed sample boring w/3" Shelby tube	$25.00	per foot
Rock Coring Cost - Soft & Hard Rock) 0'-25' Depth	$40.00	per foot
Texas Cone Penetration Test	$25.00	each
Standard Penetration Test	$25.00	each
Grout Backfill	$8.00	per foot
Moisture Content	$20.00	each
Hydrometer Analysis	$225.00	each
Atterberg Limits	$80.00	each
Unconfined Compressive Strength Test	$70.00	each
Texas Triaxial	$1,850.00	each
Percent Passing No. 200 Sieve	$40.00	each
Sulfate Testing	$80.00	each
Soil PH Testing	$225.00	each
Traffic Control	$3,000.00	each
ATV Mobilization/Demobilization	$1,500.00	each
Sieve Analysis	$75.00	each
Consolidated Undrained Triaxial Test	$600.00	each
Consolidation	$325.00	each
CBR Test	$400.00	each
Proctor Test	$225.00	each
Swell Test	$225.00	each
Clearing	$2,250.00	day

ok
m 2/24/2020

Exhibit D - Rate Schedule
Transportation Corridor I

Inland Geodetics, LLC	
CATEGORY	**RATE/HR**
Project Manager	$160.00
Licensed State Land Surveyor	$158.00
Registered Professional Land Surveyor	$156.00
Survey Technician	$115.00
Admin/Clerical	$60.00
GPS Field Operator	$125.00
Two (2) Person Field Crew	$168.00
Three (3) Person Field Crew	$184.00
Four (4) Person Field Crew	$220.00
Additional Crewmember	$64.00
DIRECT EXPENSES	
Mileage (per mile)	Current Federal Rate
Postage	Current Postal Rate
All Terrain Vehicle (per day)	$60.00
Additional Vehicle (per day)	$70.00

OK
MJ 2/24/2020

Exhibit D - Rate Schedule
Transportation Corridor I

Surveying And Mapping, LLC		
CATEGORY	**RATE**	
Principal	$200.00	
Senior Project Manager	$175.00	
Project Manager	$150.00	
Senior Survey Technician	$110.00	
Survey Technician	$98.00	
Administration/Clerical Support	$75.00	
Two (2) Person Survey Field Crew	$155.00	
Three (3) Person Survey Field Crew	$195.00	
Additional Rodperson, Chainperson, Flagperson	$30.00	
One (1) Person Survey Field Crew with Receiver or Robotic Total Station	$115.00	
Project Coordinator - Mobile LiDAR	$120.00	
Mobile LiDAR Processing Technician	$120.00	
Project Coordinator - AM	$120.00	
Certified Photogrammetrist	$125.00	
Analytical Triangulation Specialist	$110.00	
Aerial Mapping Technician	$98.00	
Orthophoto Specialist	$98.00	
Mapping Editor (includes QA/QC, Finishing, & Finalization)	$98.00	
Aerial Office Technician	$65.00	
Project Coordinator - AP	$120.00	
Aerial Processing Technician	$100.00	
Project Coordinator - FWAL	$120.00	
Airborne LiDAR Processing Technician	$100.00	
HAL Processing Technician	$98.00	
Project Coordinator - HAL	$120.00	
Helicopter Flight Crew Rotary Wing Aircraft	$205.00	
Helicopter LiDAR Processing Technician	$120.00	
DIRECT EXPENSES	**RATE**	**UNIT**
Deed Copies	$2.00	per sheet
Control Monuments	$90.00	each
Ground Target (Includes paint, panel material, etc.)	$20.00	each
Mileage	Current Federal Rate	mile
GPS Receiver	$25.00	hour
Terrestrial Laser Scanner	$100.00	hour
LiDAR Workstation	$15.00	hour
Helicopter Rate	$1,450.00	hour
Fixed Wing Aircraft Rate	$1,300.00	hour
Aerial LiDAR System	$700.00	day
Digital Imagery Processing	$32.00	each
LiDAR Mobile Mapping System	$6,500.00	day
Aerial Photography Flight Crew Fixed Wing Aircraft	$205.00	hour
LiDAR Flight Crew Fixed Wing Aircraft (Includes Pilot and LiDAR Operator)	$120.00	hour
Helicopter Flight Crew (Includes Pilot and LiDAR Operator)	$325.00	hour
AP Transit Miles	$12.00	mile
AP Project Flight Miles	$32.00	mile
AP ABGPS Processing	$3,000.00	project
FWAL Transit Miles	$12.00	mile
FWAL Project Flight Miles	$32.00	mile
B&W processing (film, development, scanning)	$10.00	each
CIR processing (film, development, scanning)	$10.00	each
Color processing (film, development, scanning)	$15.00	each
Digital Image Processing	$27.00	each

ok
12/24/2020

EXHIBIT E

Williamson County
Vendor Reimbursement Policy

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

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

1. Invoices and Affidavits

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

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

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

2. **Travel Reimbursement**

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

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

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

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

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

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

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

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

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

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

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

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

3. **Meals**
   - 3.1 Meal reimbursements are limited to a maximum of $50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.
   - 3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.
   - 3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.
   - 3.4 County will not reimburse for alcoholic beverages.
   - 3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance
   - 3.6 No meals purchased for entertainment purposes will be allowed.
   - 3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. **Lodging**
   - 4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
   - 4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.
   - 4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. **Airfare**
   - 5.1 The County will only reimburse up to a coach price fare for air travel.
   - 5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
   - 5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

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

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

6. Car Rental

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

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

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

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

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

6.6 Insurance purchased when renting vehicle may also be reimbursed.

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

7. Personal Car Usage

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

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

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)

7.2.1.5 Correspondence that verifies business purpose of the expense

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

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

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

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

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

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

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

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

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

8. Other Expenses

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

9. Repayment of Nonreimbursable Expense.

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

10. Non-Reimbursable Expenses

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

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

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

Commissioners Court - Regular Session **26.**

Meeting Date: 03/03/2020

Discuss consider and take appropriate action on approval of the final plat for the Star Ranch Section 7 Phase 7 subdivision – Pct 4

Submitted For: Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Star Ranch Section 7 Phase 7 subdivision – Precinct 4.

Background

This is the next section of the Star Ranch development. It consists of 44 single family lots, 1 open space lot and 4,166 linear feet of new public roads. Roadway and drainage construction are not yet complete but a financial security in the amount of $94,089.82 has been posted with the County to cover the cost of the remaining construction.

Timeline

2018-02-05 – initial submittal of final plat
2018-04-18 – 1st review complete with comments
2018-05-04 – 2nd submittal of final plat
2018-07-02 – 2nd review complete with comments
2019-06-03 – 3rd submittal of final plat
2019-07-01 – 3rd review complete with comments clear
2019-12-27 – financial security received for the amount of the remaining construction
2020-02-06 – final plat approved by the City of Hutto
2020-02-27 – final plat received with all signatures
2020-02-27 – final plat placed on March 3, 2020 Commissioners Court agenda for consideration

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

final plat - Star Ranch Sec 7 Ph 7

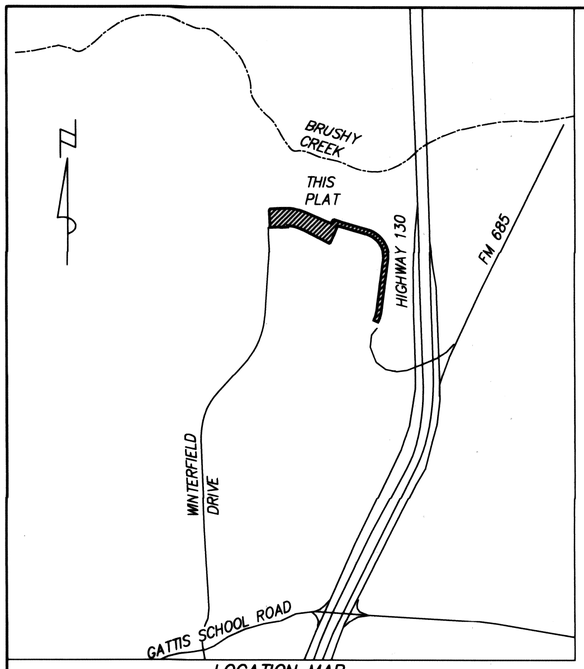
Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/27/2020 11:50 AM
Form Started By: Adam Boatright		Started On: 01/02/2020 12:38 PM
Final Approval Date: 02/27/2020		

FINAL PLAT OF

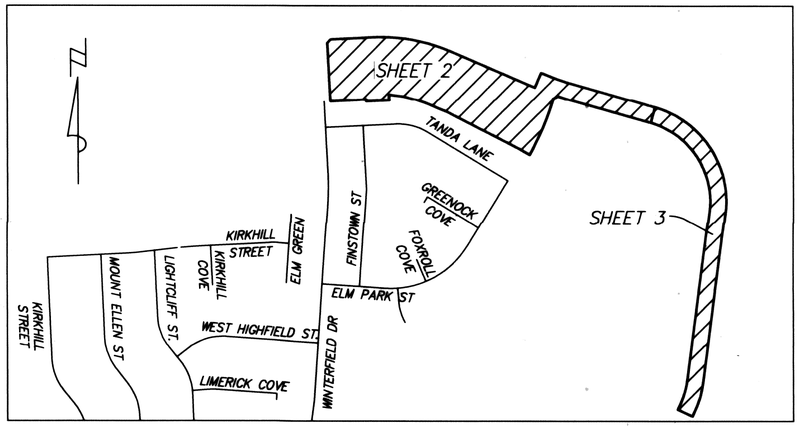
STAR RANCH SECTION 7 PHASE 7

WILLIAMSON COUNTY, TEXAS



LOCATION MAP

SCALE: 1" = 2000'



KEY MAP

PLAT NOTES:

1. NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
2. A TEN (10) FOOT WIDE PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES. A FIVE (5) FOOT WIDE PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ON EACH SIDE OF ALL REAR LOT LINES. A THREE (3) FOOT WIDE PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ON EACH SIDE OF ALL INTERIOR LOT LINES.
3. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES..
4. ALL LOTS IN THIS SUBDIVISION ARE RESTRICTED TO SINGLE FAMILY RESIDENTIAL USE, UNLESS OTHERWISE INDICATED.
5. UTILITY PROVIDERS: WATER: WILLIAMSON COUNTY WATER; SEWER, IRRIGATION AND DRAINAGE DISTRICT #3 GAS: ATMOS; AND ELECTRIC: TXU.
6. DRIVEWAY ACCESS TO WINTERFIELD DRIVE AND STAR RANCH BOULEVARD IS PROHIBITED FROM ALL SINGLE FAMILY LOTS. CORNER LOTS SHALL ONLY HAVE DRIVEWAY ACCESS TO ONE STREET.
7. LOT 25A, BLOCK M IS A LANDSCAPE AREA TRACT AND IT WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS' ASSOCIATION (HOA).
8. SIDEWALKS SHALL BE CONSTRUCTED ON BOTH SIDES OF ALL STREETS WITHIN AND BOUNDING THIS SUBDIVISION. ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
9. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
10. ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO THE CITY OF HUTTO UNIFIED DEVELOPMENT CODE, CONSTRUCTION STANDARDS AND GENERAL ACCEPTED ENGINEERING STANDARDS.
11. NO FENCES, STRUCTURES, STORAGE, OR FILL SHALL BE PLACED WITHIN THE LIMITS OF THE ULTIMATE 1% ANNUAL CHANCE FLOODPLAIN; UNLESS APPROVED BY THE CITY ENGINEER. FILL MAY ONLY BE PERMITTED BY THE CITY ENGINEER AFTER APPROVAL OF THE PROPER ANALYSIS.
12. NO PORTION OF THIS TRACT IS ENCROACHED BY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 1% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NUMBER 48491C0515F, EFFECTIVE DATE DECEMBER 20, 2019, FOR WILLIAMSON COUNTY, TEXAS.
13. THIS PLAT LIES WITHIN THE BOUNDARIES OF WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT No. 22. DEVELOPMENT WITHIN DISTRICT EASEMENTS OR DISTRICT PROPERTY SHALL REQUIRE DISTRICT APPROVAL PRIOR TO CONSTRUCTION.
14. THE MAXIMUM IMPERVIOUS COVER PER LOT IS 45%.
15. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
16. NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.
17. THIS SUBDIVISION IS SUBJECT TO THE CONDITIONS, COVENANTS AND RESTRICTIONS AS RECORDED IN DOCUMENT NUMBER 2003012152 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
18. ACCORDING TO THE CITY OF HUTTO OFFICIAL ZONING MAP, THIS PLAT IS WITHIN THE AREA ZONED GATEWAY OVERLAY DISTRICT.
19. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
20. WATER AND WASTEWATER SERVICE FOR THIS SUBDIVISION WILL BE AVAILABLE THROUGH THE MUNICIPAL UTILITY DISTRICT NO. 22 (M.U.D.) AFTER THE APPROPRIATE WATER AND WASTEWATER SYSTEM IMPROVEMENTS ARE INSTALLED TO THIS SITE. THE M.U.D. NO. 22 ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WATER AND WASTEWATER IMPROVEMENTS REQUIRED TO SERVICE THIS SITE.
21. FIRE LANE SIGNS SHALL BE POSTED ON ONE SIDE OF THE ROAD MORE THAN 26 FEET WIDE AND LESS THAN 32 FEET WIDE. (2018 IFC APPENDIX B SEC. D103.6.2).

BUILDING SETBACKS:

25' FRONT
15' STREET SIDE
5' SIDE
10' REAR

SITE DATA:

44 SINGLE-FAMILY LOTS	7.391 ACRES
1 LANDSCAPE LOT	0.382 ACRE
RIGHT-OF-WAY	7.182 ACRES
TOTAL	14.955 ACRES

2 BLOCKS

PROPERTY OWNER:

STAR GOLF DEVELOPMENT, INC.
TIM TIMMERMAN, PRESIDENT
230 KLATTENHOFF LANE, SUITE 100
HUTTO, TEXAS 78634

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

I, JOHN D. KIPP, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ON-THE-GROUND SURVEY OF THE LAND SHOWN HEREON AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY SUPERVISION. THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCE OF WILLIAMSON COUNTY, TEXAS. ALL EASEMENTS OF RECORD ARE SHOWN OR NOTED ON THE PLAT AS FOUND IN THE TITLE POLICY LISTED IN THE COMMITMENT FOR TITLE INSURANCE ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY UNDER COMMITMENT NO. GF NO. 1811691JM, EFFECTIVE DATE AUGUST 10, 2018. THE FIELD NOTES SHOWN HEREON MATHEMATICALLY CLOSE.

John D Kipp 02/26/2020
JOHN D. KIPP DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5844
STATE OF TEXAS

RJ SURVEYING & ASSOCIATES
2900 JAZZ STREET
ROUND ROCK, TX 78664
PHONE (512) 836-4793
FIRM NO. 10015400

STATE OF TEXAS REGISTERED JOHN DAVID KIPP 5844 PROFESSIONAL LAND SURVEYOR

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

I, ISRAEL RAMIREZ, LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCES AND THE STORMWATER DRAINAGE POLICY ADOPTED BY WILLIAMSON COUNTY, TEXAS.

Israel Ramirez 2.26.2020
ISRAEL RAMIREZ DATE
LICENSED PROFESSIONAL ENGINEER No. 114495
STATE OF TEXAS

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET
ROUND ROCK, TX 78664
PHONE (512) 836-4793
FIRM NO. 9784

STATE OF TEXAS ISRAEL RAMIREZ 114495 LICENSED PROFESSIONAL ENGINEER

SURVEYS: ROBERT MCNUTT SURVEY, ABSTRACT NO. 422
JAMES H. NEILEY SURVEY, ABSTRACT NO. 485
N. D. WALLING SURVEY, ABSTRACT NO. 675

DATE: MAY 2, 2018 SCALE: 1" = 100'

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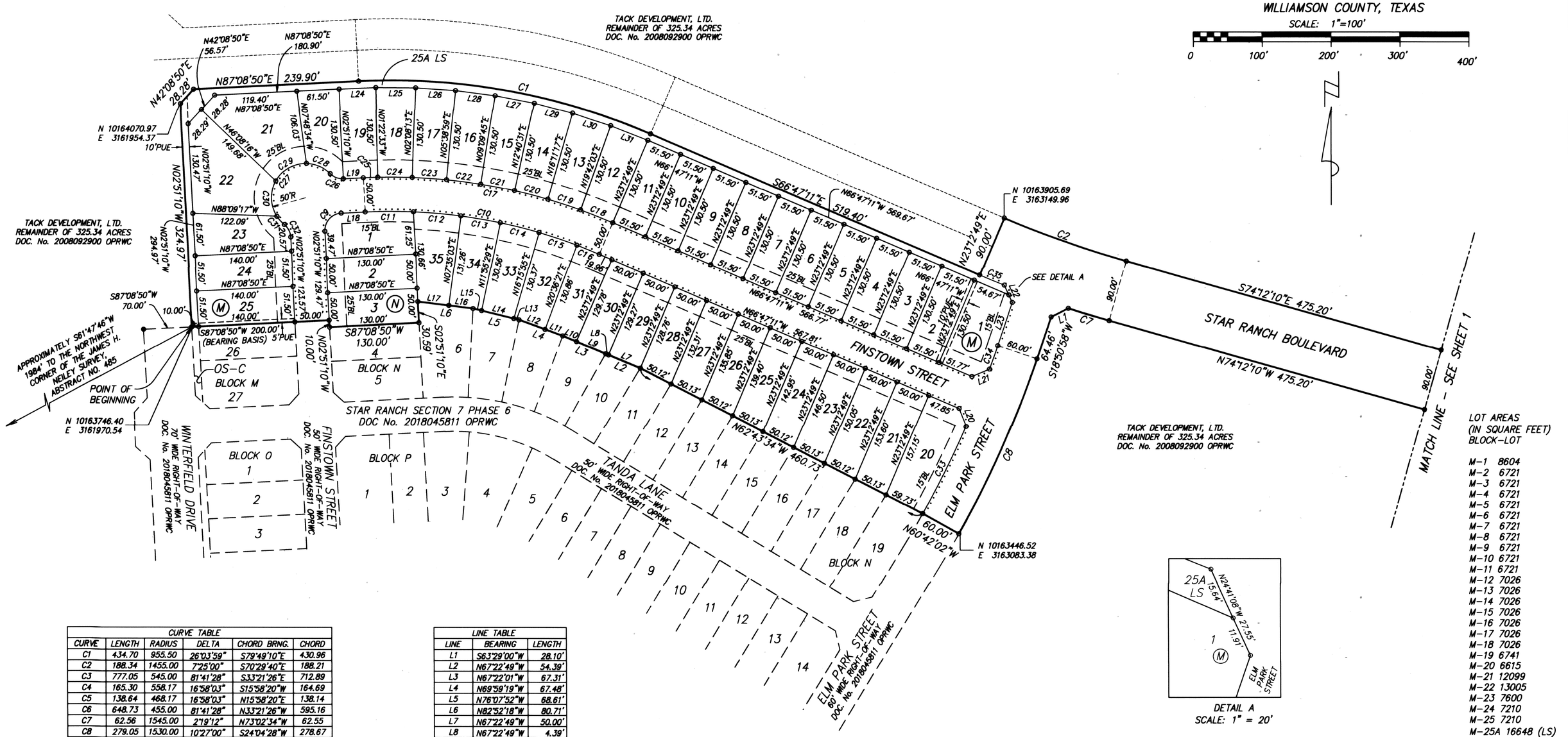
FINAL PLAT OF

STAR RANCH SECTION 7 PHASE 7

WILLIAMSON COUNTY, TEXAS

SCALE: 1"=100'

0 100' 200' 300' 400'



DETAIL A
SCALE: 1" = 20'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG.	CHORD
C1	434.70	955.50	26°03'59"	S79°49'10"E	430.96
C2	188.34	1455.00	7°25'00"	S70°29'40"E	188.21
C3	777.05	545.00	81°41'28"	S33°21'26"E	712.89
C4	165.30	558.17	16°58'03"	S15°58'20"W	164.69
C5	138.64	468.17	16°58'03"	N15°58'20"E	138.14
C6	648.73	455.00	81°41'28"	N33°21'26"W	595.16
C7	62.56	1545.00	2°19'12"	N73°02'34"W	62.55
C8	279.05	1530.00	10°27'00"	S24°04'28"W	278.67
C9	39.27	25.00	90°00'00"	N42°08'50"E	35.36
C10	348.03	765.00	26°03'59"	N79°49'10"W	345.04
C11	70.19	765.00	5°15'25"	N89°46'33"E	70.17
C12	69.16	765.00	5°10'48"	N85°00'21"W	69.14
C13	57.95	765.00	4°20'26"	N80°14'44"W	57.94
C14	57.95	765.00	4°20'26"	N75°54'18"W	57.94
C15	57.95	765.00	4°20'26"	N71°33'52"W	57.94
C16	34.82	765.00	2°36'28"	N68°05'25"W	34.82
C17	370.78	815.00	26°03'59"	N79°49'10"W	367.59
C18	49.97	815.00	3°30'46"	N68°32'34"W	49.96
C19	49.97	815.00	3°30'46"	N72°03'20"W	49.96
C20	49.97	815.00	3°30'46"	N75°34'06"W	49.96
C21	49.97	815.00	3°30'46"	N79°04'52"W	49.96
C22	49.97	815.00	3°30'46"	N82°35'38"W	49.96
C23	49.97	815.00	3°30'46"	N86°06'24"W	49.96
C24	49.97	815.00	3°30'46"	N89°37'10"W	49.96
C25	21.00	815.00	1°28'37"	N87°53'09"E	21.00
C26	21.03	25.00	48°11'23"	N68°45'28"W	20.41
C27	162.65	50.00	186°22'46"	N42°08'50"E	99.85
C28	38.49	50.00	44°06'12"	N66°42'53"W	37.54
C29	54.13	50.00	62°01'26"	N60°13'18"E	51.52
C30	54.13	50.00	62°01'26"	N01°48'09"W	51.52
C31	15.91	50.00	18°13'41"	N41°55'42"W	15.84
C32	21.03	25.00	48°11'23"	N26°56'51"W	20.41
C33	141.67	1470.00	5°31'19"	N26°32'18"E	141.62
C34	36.43	1470.00	1°25'11"	N19°33'33"E	36.43
C35	38.68	1545.00	1°26'03"	N67°30'12"W	38.67

LINE TABLE		
LINE	BEARING	LENGTH
L1	S63°29'00"W	28.10'
L2	N67°22'49"W	54.39'
L3	N67°22'01"W	67.31'
L4	N69°59'19"W	67.48'
L5	N76°07'52"W	68.61'
L6	N82°52'18"W	80.71'
L7	N67°22'49"W	50.00'
L8	N67°22'49"W	4.39'
L9	N67°22'01"W	45.61'
L10	N67°22'01"W	21.70'
L11	N69°59'19"W	27.16'
L12	N69°59'19"W	40.32'
L13	N76°07'52"W	7.77'
L14	N76°07'52"W	48.06'
L15	N76°07'52"W	12.78'
L16	N82°52'18"W	35.31'
L17	N82°52'18"W	45.40'
L18	N87°08'50"E	34.91'
L19	S87°08'50"W	29.01'
L20	S21°41'57"W	28.24'
L21	N66°56'11"E	27.65'
L22	N24°41'08"W	27.55'
L23	N18°50'58"E	66.37'
L24	N87°29'19"E	53.38'
L25	N89°37'10"W	57.96'
L26	N86°06'24"W	57.96'
L27	N79°04'52"W	57.96'
L28	N82°35'38"W	57.96'
L29	N75°34'06"W	57.96'
L30	N72°03'20"W	57.96'
L31	N68°32'34"W	57.96'

NEW STREETS:

NAME	LENGTH	DESIGN SPEED
FINSTOWN STREET	1241'	25 MPH
ELM PARK STREET	403'	25 MPH
STAR RANCH BLVD.	2522'	35 MPH
TOTAL:	4166'	

LEGEND:

- o = SET 1/2" IRON ROD WITH "RJ SURVEYING" CAP
- • = FOUND 1/2" IRON ROD WITH "RJ SURVEYING" CAP (UNLESS NOTED OTHERWISE)
- (M) = BLOCK NAME
- ..... = 4' WIDE SIDEWALK REQUIRED
- LS = LANDSCAPE
- PRWC = PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- OPRWC = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- BL = BUILDING SETBACK LINE

LOT AREAS
(IN SQUARE FEET)
BLOCK-LOT

M-1	8604
M-2	6721
M-3	6721
M-4	6721
M-5	6721
M-6	6721
M-7	6721
M-8	6721
M-9	6721
M-10	6721
M-11	6721
M-12	7026
M-13	7026
M-14	7026
M-15	7026
M-16	7026
M-17	7026
M-18	7026
M-19	6741
M-20	6615
M-21	12099
M-22	13005
M-23	7600
M-24	7210
M-25	7210
M-25A	16648 (LS)
N-1	8172
N-2	6500
N-3	6500
N-20	10195
N-21	7769
N-22	7591
N-23	7414
N-24	7236
N-25	7059
N-26	6881
N-27	6704
N-28	6527
N-29	6451
N-30	6476
N-31	6479
N-32	6921
N-33	6931
N-34	6926
N-35	7490

SURVEYS: ROBERT MCNUTT SURVEY, ABSTRACT NO. 422
JAMES H. NEILEY SURVEY, ABSTRACT NO. 485
N. D. WALLING SURVEY, ABSTRACT NO. 675

DATE: MAY 2, 2018 SCALE: 1" = 100'

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FINAL PLAT OF

STAR RANCH SECTION 7 PHASE 7

WILLIAMSON COUNTY, TEXAS

SCALE: 1"=100'

0 100' 200' 300' 400'



TACK DEVELOPMENT, LTD
REMAINDER OF 325.34 ACRES
DOC. No. 2008092900 OPRWC

N. D. WALLING SURVEY, ABSTRACT No. 675

ROBERT McNUTT SURVEY, ABSTRACT No. 422

C3

C6

90.00'

S07°29'18"W 951.16'

STAR RANCH BOULEVARD

N07°29'18"E 951.16'

C4

C5

S24°27'21"W 36.42'

N24°27'21"E 36.42'

N65°32'44"W 90.00'

90.00'

90.00'

"CAPITAL SURVEYING CO. INC."

N. D. WALLING SURVEY, ABSTRACT No. 675
JAMES H. NEILEY SURVEY, ABSTRACT No. 485

STAR RANCH BOULEVARD
VARIABLE-WIDTH RIGHT-OF-WAY
CAB. FF/SLD. 199-202 PRWC

80.00'

TACK DEVELOPMENT, LTD.
REMAINDER OF 325.34 ACRES
DOC. No. 2008092900 OPRWC

TACK DEVELOPMENT, LTD.
REMAINDER OF 1.9033 ACRES
DOC. NO. 2004019476 OPRWC

STAR GOLF PARTNERS, LTD.
REMAINDER OF 26.2193 ACRES (PARCEL D)
DOC. NO. 2004037056 OPRWC

ROBERT McNUTT SURVEY, ABSTRACT No. 422
JAMES H. NEILEY SURVEY, ABSTRACT No. 485

STAR GOLF PARTNERS, LTD.
REMAINDER OF 26.2193 ACRES (PARCEL D)
DOC. NO. 2004037056 OPRWC

TACK DEVELOPMENT, LTD
11.0980 ACRES
DOC. NO. 2004019476 OPRWC

,00'06

MATCH LINE - SEE SHEET 2

EASEMENT LIST:

1 = 0.13 ACRE WATER LINE EASEMENT TO WILLIAMSON COUNTY WATER, SEWER, IRRIGATION AND DRAINAGE DISTRICT NO. 3 - DOC. NO. 2010031145 OPRWC.

LEGEND:

- o = SET 1/2" IRON ROD WITH "RJ SURVEYING" CAP
- ● = FOUND 1/2" IRON ROD WITH "RJ SURVEYING" CAP (UNLESS NOTED OTHERWISE)
- (M) = BLOCK NAME
- . . . . . = 4' WIDE SIDEWALK REQUIRED
- LS = LANDSCAPE
- PRWC = PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- OPRWC = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- BL = BUILDING SETBACK LINE

SURVEYS: ROBERT MCNUTT SURVEY, ABSTRACT NO. 422
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FINAL PLAT OF
STAR RANCH SECTION 7 PHASE 7
WILLIAMSON COUNTY, TEXAS

THAT PART OF THE ROBERT MCNUTT SURVEY, ABSTRACT NO. 422, THE JAMES H. NEILEY SURVEY, ABSTRACT NO. 485 AND THE N D. WALLING SURVEY, ABSTRACT NO. 675, IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF THAT 14.955 ACRE TRACT CONVEYED TO STAR GOLF DEVELOPMENT, INC. BY DEED RECORDED IN DOCUMENT NO. 2019027043 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (OPRWC), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2"IRON ROD FOUND AT THE SOUTHWEST CORNER OF SAID 14.955 ACRE TRACT, BEING THE NORTHEAST CORNER OF WINTERFIELD DRIVE (70' WIDE RIGHT-OF-WAY), ACCORDING TO THE MAP OR PLAT THEREOF OF STAR RANCH SECTION 7 PHASE 6 RECORDED IN DOCUMENT NO. 2018045811, OPRWC, BEING THE NORTHWEST CORNER OF LOT OS-C, BLOCK M OF SAID STAR RANCH SECTION 7 PHASE 6, FROM WHICH A 1/2"IRON ROD FOUND AT THE NORTHWEST CORNER OF SAID WINTERFIELD DRIVE, BEING ALSO THE NORTHWEST CORNER OF SAID STAR RANCH SECTION 7 PHASE 6 BEARS S87°08'50"W A DISTANCE OF 70.00 FEET, FROM WHICH THE NORTHWEST CORNER OF THE JAMES H. NEILEY SURVEY, ABSTRACT NO. 485 BEARS APPROXIMATELY S61°47'46"W A DISTANCE OF 1984 FEET;

THENCE ALONG THE WEST AND NORTH LINES OF SAID 14.955 ACRE TRACT AND ACROSS THE REMAINDER OF THAT 325.34 ACRE TRACT CONVEYED TO TACK DEVELOPMENT, LTD. BY DEED RECORDED IN DOCUMENT NO. 2008092900, OPRWC, THE FOLLOWING TWELVE (12) COURSES:

1. N02°51'10"W A DISTANCE OF 324.97 FEET TO A 1/2"IRON ROD SET FOR THE NORTHWEST CORNER OF SAID 14.955 ACRE TRACT;
2. N42°08'50"E A DISTANCE OF 28.28 FEET TO A 1/2"IRON ROD SET;
3. N87°08'50"E A DISTANCE OF 239.90 FEET TO A 1/2"IRON ROD SET AT A POINT OF CURVATURE OF A TANGENT CURVE TO THE RIGHT;
4. EASTERLY ALONG SAID CURVE, AN ARC LENGTH OF 434.70 FEET, HAVING A RADIUS OF 955.50 FEET, A CENTRAL ANGLE OF 26°03'59", AND A CHORD BEARING S79°49'10"E, 430.96 FEET TO A 1/2"IRON ROD SET;
5. S66°47'11"E A DISTANCE OF 519.40 FEET TO A 1/2"IRON ROD SET;
6. N23°12'49"E A DISTANCE OF 90.00 FEET TO A 1/2"IRON ROD SET AT A POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT;
7. EASTERLY ALONG SAID CURVE, AN ARC LENGTH OF 188.34 FEET, HAVING A RADIUS OF 1,455.00 FEET, A CENTRAL ANGLE OF 07°25'00" AND A CHORD BEARING S70°29'40"E, 188.21 FEET TO A 1/2"IRON ROD SET;
8. S74°12'10"E A DISTANCE OF 475.20 FEET TO A 1/2"IRON ROD SET AT A POINT OF CURVATURE OF A TANGENT CURVE TO THE RIGHT;
9. SOUTHEASTERLY ALONG SAID CURVE, AN ARC LENGTH OF 777.05 FEET, HAVING A RADIUS OF 545.00 FEET, A CENTRAL ANGLE OF 81°41'28", AND A CHORD BEARING S33°21'26"E, 712.89 FEET TO A 1/2"IRON ROD SET;
10. S07°29'18"W A DISTANCE OF 951.16 FEET TO A 1/2"IRON ROD SET AT A POINT OF CURVATURE OF A TANGENT CURVE TO THE RIGHT;
11. SOUTHERLY ALONG SAID CURVE, AN ARC LENGTH OF 165.30 FEET, HAVING A RADIUS OF 558.17 FEET, A CENTRAL ANGLE OF 16°58'03", AND A CHORD BEARING S15°58'20"W, 164.69 FEET TO A 1/2"IRON ROD SET;
12. S24°27'21"W A DISTANCE OF 36.42 FEET TO A 1/2"IRON ROD WITH "CAPITAL SURVEYING CO. INC." CAP FOUND FOR THE SOUTHEAST CORNER OF SAID 14.955 ACRE TRACT, BEING THE NORTHEAST CORNER OF STAR RANCH BOULEVARD (90' WIDE RIGHT-OF-WAY AT THIS POINT), ACCORDING TO THE MAP OR PLAT THEREOF OF STAR RANCH COMMERCIAL LOT 1 BLOCK D RECORDED IN CABINET FF, SLIDES 199-202 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (PRWC);

THENCE ALONG THE NORTH LINE OF SAID STAR RANCH BOULEVARD AND ALONG THE SOUTH LINE OF SAID 14.955 ACRE TRACT, N65°32'44"W A DISTANCE OF 90.00 FEET TO A 1/2"IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID STAR RANCH BOULEVARD, BEING ON THE EAST LINE OF THE REMAINDER OF THAT 26.2193 ACRE TRACT (PARCEL D) CONVEYED TO STAR GOLF PARTNERS, LTD. BY DEED RECORDED IN DOCUMENT NO. 2004037056, OPRWC, BEING ALSO THE MOST NORTHERLY NORTHWEST CORNER OF SAID STAR RANCH COMMERCIAL LOT 1 BLOCK D;

THENCE ALONG THE SOUTH LINE OF SAID 14.955 ACRE TRACT AND THE EAST LINE OF SAID 26.2193 ACRE TRACT, THE FOLLOWING THREE (3) COURSES:

1. N24°27'21"E A DISTANCE OF 36.42 FEET TO A 1/2"IRON ROD SET FOR A POINT OF CURVATURE OF A TANGENT CURVE TO THE LEFT;
2. NORTHERLY ALONG SAID CURVE, AN ARC LENGTH OF 138.64 FEET, HAVING A RADIUS OF 468.17 FEET, A CENTRAL ANGLE OF 16°58'03", AND A CHORD BEARING N15°58'20"E, 138.14 FEET TO A 1/2"IRON ROD SET;
3. N07°29'18"E A DISTANCE OF 951.16 FEET TO A 1/2"IRON ROD SET AT A POINT OF CURVATURE OF A TANGENT CURVE TO THE LEFT;

THENCE ALONG THE SOUTH LINE OF SAID 14.955 ACRE TRACT, ALONG THE EAST LINE OF SAID 26.2193 ACRE TRACT, ALONG THE EAST LINE OF THE REMAINDER OF THAT 1.9033 ACRE TRACT CONVEYED TO TACK DEVELOPMENT, LTD. BY DEED RECORDED IN DOCUMENT NO. 2004019476, OPRWC, AND ACROSS SAID 325.34 ACRE TRACT, THE FOLLOWING SIX (6) COURSES:

1. NORTHWESTERLY ALONG SAID CURVE, AN ARC LENGTH OF 648.73 FEET, HAVING A RADIUS OF 455.00 FEET, A CENTRAL ANGLE OF 81°41'28", AND A CHORD BEARING N33°21'26"W, 595.16 FEET TO A 1/2"IRON ROD SET;
2. N74°12'10"W A DISTANCE OF 475.20 FEET TO A 1/2"IRON ROD SET AT A POINT OF CURVATURE OF A TANGENT CURVE TO THE RIGHT;
3. WESTERLY ALONG SAID CURVE, AN ARC LENGTH OF 62.56 FEET, HAVING A RADIUS OF 1,545.00 FEET, A CENTRAL ANGLE OF 02°19'12", AND A CHORD BEARING N73°02'34"W, 62.55 FEET TO A 1/2"IRON ROD SET;
4. S63°29'00"W A DISTANCE OF 28.10 FEET TO A 1/2"IRON ROD SET;
5. S18°50'58"W A DISTANCE OF 64.46 FEET TO A 1/2"IRON ROD SET AT A POINT OF CURVATURE OF A TANGENT CURVE TO THE RIGHT;
6. SOUTHWESTERLY ALONG SAID CURVE, AN ARC LENGTH OF 279.05 FEET, HAVING A RADIUS OF 1,530.00 FEET, A CENTRAL ANGLE OF 10°27'00", AND A CHORD BEARING S24°04'28"W, 278.67 FEET TO A 1/2"IRON ROD SET AT THE NORTHEAST CORNER OF SAID STAR RANCH SECTION 7 PHASE 6;

THENCE ALONG THE NORTH LINE OF SAID STAR RANCH SECTION 7 PHASE 6, BEING THE SOUTH LINE OF SAID 14.955 ACRE TRACT, THE FOLLOWING ELEVEN (11) COURSES:

1. N60°42'02"W A DISTANCE OF 60.00 FEET TO A 1/2"IRON ROD SET;
2. N62°43'34"W A DISTANCE OF 460.73 FEET TO A 1/2"IRON ROD SET;
3. N67°22'49"W A DISTANCE OF 54.39 FEET TO A 1/2"IRON ROD SET;
4. N67°22'01"W A DISTANCE OF 67.31 FEET TO A 1/2"IRON ROD SET;
5. N69°59'19"W A DISTANCE OF 67.48 FEET TO A 1/2"IRON ROD SET;
6. N76°07'52"W A DISTANCE OF 68.61 FEET TO A 1/2"IRON ROD SET;
7. N82°52'18"W A DISTANCE OF 80.71 FEET TO A 1/2"IRON ROD SET;
8. S02°51'10"E A DISTANCE OF 30.59 FEET TO A 1/2"IRON ROD SET;
9. S87°08'50"W A DISTANCE OF 130.00 FEET TO A 1/2"IRON ROD SET;
10. N02°51'10"W A DISTANCE OF 10.00 FEET TO A 1/2"IRON ROD SET;
11. S87°08'50"W (BEARING BASIS) A DISTANCE OF 200.00 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 14.955 ACRES, MORE OR LESS.
ALL IRON RODS SET OR FOUND HAVE "RJ SURVEYING" CAPS UNLESS NOTED OTHERWISE.
ALL BEARINGS ARE BASED ON THE NORTH LINE OF LOT 26, BLOCK M, CALLED AS N87°08'50"E ON THE SAID PLAT OF STAR RANCH SECTION 7 PHASE 6. ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES.
WILLIAMSON CENTRAL APPRAISAL DISTRICT REFERENCE NUMBERS R584479 AND R584442.

THIS PLAT WAS APPROVED FOR RECORDING BY THE HUTTO CITY COUNCIL ON THE 6th DAY OF February, 2020

Doug Gaul 2/26/2020 — DOUG GAUL, MAYOR DATE

Stacy Schmitt 2/26/2020 — ~~EAGLE HIKE~~ Stacy Schmitt, CITY SECRETARY DATE

THIS SUBDIVISION IS LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF HUTTO, THIS THE 26 DAY OF FEBRUARY, 20 20.

2/26/2020
ASHBY GRUNDMAN, DEVELOPMENT SERVICES DIRECTOR DATE

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE _____ DAY OF _____, 20___.

_____
WILLIAMSON COUNTY ADDRESSING COORDINATOR

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

THAT STAR GOLF DEVELOPMENT, INC., SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2019027043 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS "STAR RANCH SECTION 7 PHASE 7".

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 26 DAY OF February, 2020.

STAR GOLF DEVELOPMENT, INC., A TEXAS CORPORATION

BY: _____
TIM TIMMERMAN, PRESIDENT
STAR GOLF DEVELOPMENT, INC.
230 KLATTENHOFF LANE, SUITE 100
HUTTO, TEXAS 78634

STATE OF TEXAS

COUNTY OF WILLIAMSON

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 26 DAY OF February, 2020 A.D.

BY: Casandra Jordan
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: Casandra Jordan

MY COMMISSION EXPIRES: 2/25/21

CASANDRA JORDAN
My Notary ID # 125209932
Expires February 25, 2021

STATE OF TEXAS

COUNTY OF WILLIAMSON

THAT INDEPENDENT BANK, LIEN HOLDER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED OF TRUST RECORDED IN DOCUMENT NO. 2019038468 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY CONSENT TO THE SUBDIVISION OF SAID TRACT AS SHOWN HEREON, DOES FURTHER HEREBY JOIN, APPROVE AND CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DOES HEREBY DEDICATE TO THE PUBLIC THE STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON.

INDEPENDENT BANK, A TEXAS BANKING ASSOCIATION

BY: _____

PRINTED NAME: J. Kyle Spears

TITLE: Sr. Vice President

STATE OF TEXAS

COUNTY OF Travis

BEFORE ME ON THIS DAY PERSONALLY APPEARED J. Kyle Spears, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 26 DAY OF February, 2020 A.D.

BY: _____
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: Erica Johnsmiller

MY COMMISSION EXPIRES: July 24, 2021

ERICA JOHNSMILLER
Notary Public
STATE OF TEXAS
ID#1294987-1
My Comm. Exp. July 24, 2021

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

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

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS.

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

I, BILL GRAVELL JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

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

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

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

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

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____
DEPUTY

DATE: MAY 2, 2018

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

RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817
F-10015400

S:\LAND2601-2650\2649\DWG\2649-plat.dwg, 2/26/2020 12:08:33 PM

Commissioners Court - Regular Session **27.**

Meeting Date: 03/03/2020

Discuss consider and take appropriate action on approval of the final plat for the Big Sky Vistas subdivision – Pct 4

Submitted For: Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for Big Sky Vistas subdivision – Precinct 4.

Background

This subdivision consists of 24 lots and no new public roads.

Timeline

2020-01-07 – initial submittal of final plat
2020-01-31 – 1st review complete with comments
2020-02-04 – 2nd submittal of final plat
2020-02-18 – 2nd review complete with comments
2020-02-18 – 3rd submittal of final plat
2020-02-19 – 3rd review complete with comments clear
2020-02-26 – final plat received with all signatures
2020-02-27 – final plat placed on the March 3, 2020 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

final plat - Big Sky Vistas

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/27/2020 11:49 AM
Form Started By: Adam Boatright		Started On: 02/27/2020 11:28 AM
Final Approval Date: 02/27/2020		

PROPERTY DESCRIPTION

BEING 40.874 ACRES OF LAND IN THE T. A. GRAVES THREE-QUARTER LEAGUE AND LABOR, WILLIAMSON COUNTY, TX. AND BEING A REMAINING PORTION OF A CALLED FIRST TRACT, 146.5 ACRES AND REMAINING PORTION OF A CALLED SECOND TRACT 105 ACRES OF LAND AS DESCRIBED IN A DEED FROM MRS, CARRIE L. JOHNSON TO MRS EMMA K, JOHNSON AND KARL A. JOHNSON, JANUARY 10, 1949 AND RECORDED IN VOLUME 352, PAGE 635 DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 40.874 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH ALL BEARINGS REFERENCED TO THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NAD83 4203.

THENCE, AT AN IRON ROD WITH CAP STAMPED "WILCO." FOUND AT THE INTERSECTION OF THE EASTERLY LINE OF COUNTY ROAD 464 AND THE SOUTHERLY LINE OF COUNTY ROAD 466 IN THE EASTERLY LINE OF SAID 3.565 ACRE AS DEDICATED FOR RIGHT-OF-WAY, SAME BEING THE WESTERLY CORNER OF SAID REMAINING 105 TRACT, AND OF THE HEREIN DESCRIBED TRACT ;

THENCE, WITH SAID SOUTHERLY LINE OF SAID COUNTY ROAD 466, SAME BEING SAID EASTERLY LINE OF CALLED 3.565 ACRE TRACT DESCRIBED IN A DEED TO WILLIAMSON COUNTY AND RECORDED IN DOCUMENT NO. 2012068919 OF SAID OFFICIAL PUBLIC RECORDS, THE FOLLOWING COURSES AND DISTANCES;

1. N23°38'52"E, 28.41 FEET, TO A ½ INCH IRON ROD WITH CAP STAMPED "ATWELL" SET FOR THE WEST CORNER OF THE HEREIN DESCRIBED TRACT;

2. N68°24'03"E, AT A DISTANCE OF 20.00 FEET, TO THE POINT OF BEGINNING, AT A DISTANCE OF 1026.25 FEET TO A CALCULATED POINT FOR THE WEST CORNER OF SAID REMAINING 146.5 ACRE, SAME BEING THE NORTHWEST CORNER OF SAID REMAINING PORTION OF CALLED 105 ACRES , HAVING A TOTAL DISTANCE OF 1275.65 FEET, TO A ½ INCH IRON ROD WITH CAP STAMPED "ATWELL" SET FOR THE NORTH CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S23°25'38"E, AT A DISTANCE OF 394.12 FEET, CROSSING THE COMMON LINE OF SAID 146.5 ACRES AND SAID 105 ACRES, HAVING A TOTAL DISTANCE OF 1346.24 FEET TO A ½ INCH IRON ROD WITH CAP STAMPED "ATWELL" SET FOR THE EAST CORNER OF HEREIN DESCRIBED TRACT;

THENCE, S66°34'22"W, FOR A DISTANCE OF 1308.06 FEET TO A ½ INCH IRON ROD WITH CAP STAMPED "ATWELL" SET ON SAID EASTERLY LINE OF COUNTY ROAD 464, IN THE SOUTHEAST LINE OF SAID CALLED 3.565 ACRE TRACT, FOR THE SOUTH CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH SAID EASTERLY LINE, THE FOLLOWING COURSES AND DISTANCES;

1. N22°58'49"W, FOR A DISTANCE OF 1319.22 FEET, TO A ½ INCH IRON ROD WITH CAP STAMPED "ATWELL" SET, AND

2. N 21°06'15" W A DISTANCE OF 48.45 FEET TO THE POINT OF BEGINNING AND CONTAINING 40.874 ACRES OF LAND, MORE OR LESS.

PROPERTY DESCRIPTION

SAVE AND EXCEPT, A 20' WIDE STRIP OF LAND HEREBY DEDICATED FOR PROPOSED FUTURE RIGHT-OF-WAY, AS FOLLOWS:

BEING 27,747 SQ. FT. (0.637 ACRES) OF LAND IN THE T. A. GRAVES THREE-QUARTER LEAGUE AND LABOR, WILLIAMSON COUNTY, TX. AND BEING A PORTION OF A CALLED 40.874 ACRE TRACT, AS DESCRIBED IN A GENERAL WARRANTY DEED WITH VENDOR'S LIEN TO 19.01 JOHNSON 40, LP A TEXAS LIMITED LIABILITY COMPANY, RECORDED IN DOCUMENT NO. 2019096528 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAME BEING A PORTION OF CALLED SECOND TRACT 105 ACRES AS DESCRIBED IN A DEED FROM MRS, CARRIE L. JOHNSON TO MRS EMMA K, JOHNSON AND KARL A. JOHNSON, JANUARY 10, 1949 AND RECORDED IN VOLUME 352, PAGE 635 DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 27,747 SQ. FT. BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH ALL BEARINGS REFERENCED TO THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NAD83 4203.

BEGINNING, AT AN IRON ROD WITH CAP STAMPED "WILCO." FOUND AT THE INTERSECTION OF THE EASTERLY LINE OF COUNTY ROAD 464 AND THE SOUTHERLY LINE OF COUNTY ROAD 466 IN THE EASTERLY LINE OF SAID 3.565 ACRE AS DEDICATED FOR RIGHT-OF-WAY, SAME BEING THE WESTERLY CORNER OF SAID REMAINING 105 TRACT, AND OF THE HEREIN DESCRIBED TRACT ;

THENCE, WITH SAID SOUTHERLY LINE OF SAID COUNTY ROAD 466, SAME BEING SAID EASTERLY LINE OF CALLED 3.565 ACRE TRACT DESCRIBED IN A DEED TO WILLIAMSON COUNTY AND RECORDED IN DOCUMENT NO. 2012068919 OF SAID OFFICIAL PUBLIC RECORDS, THE FOLLOWING COURSES AND DISTANCES;

1. N 23°38'52" E A DISTANCE OF 28.41 FEET TO A CALCULATED POINT FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

2. N 68°24'03" E A DISTANCE OF 20.00 FEET TO A ½ INCH IRON ROD WITH CAP STAMPED "ATWELL" SET FOR THE NORTHEAST CORNER OF HEREIN DESCRIBED TRACT;

THENCE, LEAVING SAID COUNTY ROAD 466, OVER AND ACROSS SAID 40.874 ACRES THE FOLLOWING COURSES AND DISTANCES AS FOLLOWS;

1. S 23°38'54" W A DISTANCE OF 28.40 FEET TO A ½ INCH IRON ROD WITH CAP STAMPED "ATWELL" SET FOR AN ANGLE POINT;

2. S 21°06'10" E A DISTANCE OF 48.30 FEET TO A ½ INCH IRON ROD WITH CAP STAMPED "ATWELL" SET FOR AN ANGLE POINT;

3. S 22°58'49" E A DISTANCE OF 1318.73 FEET TO A ½ INCH IRON ROD WITH CAP STAMPED "ATWELL" SET FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 66°34'19" W A DISTANCE OF 20.00 FEET TO A ½ INCH IRON ROD WITH CAP STAMPED "ATWELL" ON THE SAID EASTERLY LINE OF COUNTY ROAD 464, SAME BEING SAID EASTERLY LINE OF CALLED 3.565 ACRE TRACT, FOR THE SOUTHWEST CORNER OF SAID 40.874 ACRES AND OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE WEST LINE OF SAID 40.874 ACRE SAME BEING SAID EASTERLY LINE OF COUNTY ROAD 464 AND 3.565 ACRE TRACT THE FOLLOWING COURSES AND DISTANCES AS FOLLOWS;

1. N 22°58'49" W A DISTANCE OF 1319.22 FEET TO A ½ INCH IRON ROD WITH CAP STAMPED "ATWELL" SET FOR AN ANGLE POINT;

2. N 21°06'15" W A DISTANCE OF 48.45 FEET TO THE POINT OF BEGINNING AND CONTAINING 27,247 SQ. FT. OF LAND, MORE OR LESS.

FLOOD NOTE:
NO PORTION OF THE PROPERTY SHOWN HEREON LIES WITHIN A FLOOD HAZARD AREA AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP PANEL NO. 48491C0725E DATED 09/26/2008.

BENCHMARK:
ELEVATIONS SHOWN WERE DERIVED USING GLOBAL POSITIONING VIRTUAL REFERENCE STATION AND HIGH ACCURACY REFERENCE NETWORK (HARN), NAVD 88 DATUM.

GENERAL NOTES:

1. THIS PLAT LIES IN WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT (ESD) #10.

2. THIS TRACT IS NOT LOCATED IN THE EDWARDS AQUIFER RECHARGE ZONE.

3. THIS SUBDIVISION IS IN WILLIAMSON COUNTY AND IS NOT WITHIN ANY ETJ.

4. WATER SERVICE FOR THIS SUBDIVISON WILL BE PROVIDED BY MANVILLE WATER SUPPLY CORPORATION.

5. SEWAGE SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEPTIC SYSTEM.

6. ON-SITE SEWAGE FACILITIES MUST BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER OR REGISTERED SANITARIAN.

7. THE FOLLOWING LOTS MAY NOT BE FURTHER SUBDIVIDED 11, 12, 13, 16, 17, 18, 21, 22, & 23.

8. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

9. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.

10. ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.

11. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.

12. DRIVEWAY SPACING ON ROADS WITHOUT CURB AND GUTTER SHALL BE NO CLOSER THAN 100 FEET MEASURED FROM CENTER TO CENTER.

13. ANY COMMERCIAL DEVELOPMENT ON ANY LOT WITHIN THIS SUBDIVISION IS SUBJECT TO WILLIAMSON COUNTY'S REQUIREMENTS FOR DRAINAGE AND FLOOD CONTROL.

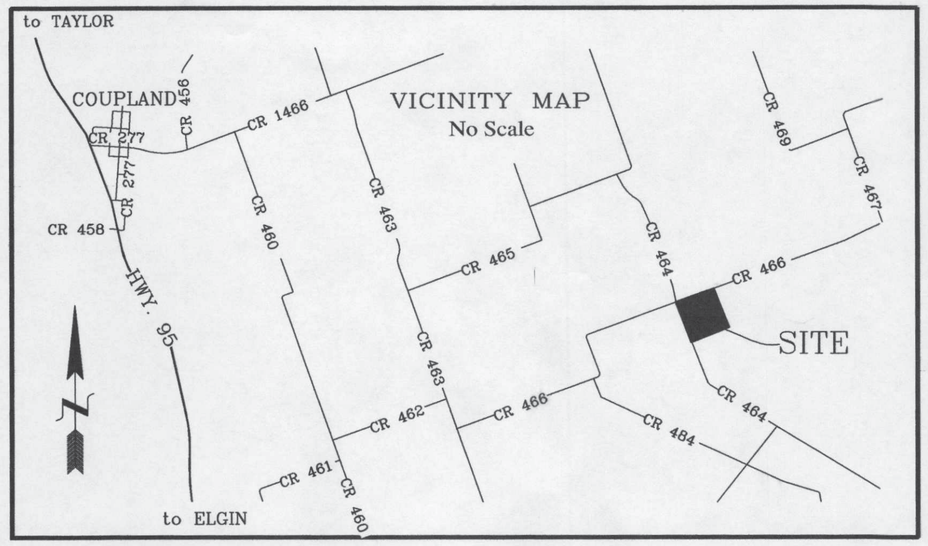
14. ALL RESIDENTIAL DEVELOPMENT IS LIMITED TO 6.7% IMPERVIOUS COVER. ANY RESIDENTIAL DEVELOPMENT THAT EXCEEDS 6.7% IMPERVIOUS COVER IS SUBJECT TO WILLIAMSON COUNTY'S REQUIREMENTS FOR DRAINAGE AND FLOOD CONTROL.

15. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION THAT COMPLY WITH THE ALLOWABLE IMPERVIOUS COVER LIMITATIONS. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES WITHIN THE LIMITS OF THIS SUBDIVISION PLAT AREA.

16. THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BASE FLOOD ELEVATION, WHICHEVER IS HIGHER.

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

18. RESIDENTIAL DRIVEWAYS ARE TO BE LOCATED NO CLOSER TO THE CORNER OF INTERSECTING RIGHTS OF WAY THAN 60 PERCENT OF THE PARCEL FRONTAGE OR 50 FEET, WHICHEVER IS LESS.



VICINITY MAP
No Scale

CULVERT TABLE

Lot	Drainage area (ac.)	10–yr flow rate (ft3/s)	Approximate slope (%)	Required culvert size (in)
1	0.35	1.34	3.7%	1–18" CMP
2	0.20	0.76	3.2%	1–18" CMP
3	0.04	0.17	0.9%	1–18" CMP
4	0.10	0.40	0.8%	1–18" CMP
5	0.31	1.20	1.8%	1–18" CMP
6	0.56	2.19	1.8%	1–18" CMP
7	0.78	30.3	1.8%	1–18" CMP
8	1.84	7.17	2.2%	1–18" CMP
9	3.22	12.51	1.2%	1–18" CMP
10	3.92	16.24	1.3%	1–24" CMP
11	4.51	17.54	1.3%	1–24" CMP
12				
13				
14	1.09	4.23	1.8%	1–18" CMP
15	0.93	3.61	1.8%	1–18" CMP
16	0.77	2.99	2.9%	1–18" CMP
17				
18				
19	0.61	2.36	2.9%	1–18" CMP
20	0.42	1.63	2.9%	1–18" CMP
21	0.24	0.93	2.9%	1–18" CMP
22				
23				
24	0.07	0.26	2.9%	1–18" CMP

PROJECT INFORMATION

ENGINEER :
THOMAS J. GROLL, P.E.
TOM GROLL ENGINEERING, PC
5208 PRYOR LANE
AUSTIN, TX 78734
(512) 848-5796

SURVEYOR :
PAUL SAUVE, JR. RPLS
ATWELL, LLC
3815 S. CAPITAL OF TEXAS HWY,
SUITE 300
AUSTIN, TX 78704
(512) 904-0505

OWNER:

19.01 JOHNSON 40 LP
715 DISCOVERY BLVD. SUITE 306
CEDAR PARK TEXAS 78613
(512) 797-0501

SUBMITTAL DATE:
JANUARY, 2020

GEOREFERENCE:
ALL BEARINGS SHOWN HEREON ARE BASE ON THE TEXAS COORDINATE SYSTEM, NAD83, CENTRAL ZONE 4203.
ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES.

ATWELL
866.850.4200 www.atwell-group.com
3815 S. CAPITAL OF TEXAS HIGHWAY, SUITE 300
AUSTIN, TX 78704
FIRM NO. 10193726

DATE :	DEC., 2019
SCALE :	NA
CHECKED BY :	PCS
DRAFTED BY :	SAR
JOB NUMBER :	19000

REVISIONS:	DATE	BY

FINAL PLAT

BIG SKY VISTAS

IN THE T. A. GRAVES ¾ LEAGUE AND LABOR
WILLIAMSON COUNTY, TEXAS

ROBERT B. BISSETT SURVEY, ABSTRACT 57

(36.878 acres)
MICHAEL AND PEGGY WELCH
DOC. NO. 2005041759 OPRWCT

(3.565 ACRES)
RIGHT-OF-WAY DEED TO WILLIAMSON COUNTY, TEXAS
DOC. 2012068919 OPRWCT

(104.316 acres)
KOCH REFINING COMPANY LP
DOC. NO. 9556503 OPRWCT

CR 466

Bolt Fnd.

Cotton Spindle Fnd.

CR 464

N23°38'52"E 28.41'

N68°24'03"E 20.00'

POINT OF BEGINNING
N:10137655.75
E:3245561.58
BENCHMARK:
ELEVATION=566.34'
"WilCo." Cap

N21°06'15"W 48.45'

N23°38'54"E 28.40'

CR 466
N68°24'03"E 1275.65'

20' MANVILLE WATER SUPPLY CORPORATION
DOC. 2019113543 OPRWCT

20' MANVILLE WATER SUPPLY CORPORATION
DOC. 2019096530 OPRWCT

DIANE R. JOHNSON
PROBATE DOC. NO. 2005068614 OPRWCT
±145.4 ACRES REMAINDER OF
146.5 ACRES, FIRST TRACT
MRS. EMMA K. JOHNSON, WIDOW, AND
KARL A. JOHNSON
VOLUME 352, PAGE 635 WCDR

(3.565 ACRES)
RIGHT-OF-WAY DEED TO
WILLIAMSON COUNTY, TEXAS
DOC. 2012068919 OPRWCT

(30.602 acres)
SAGE 101 LLC
DOC. NO. 2016010188
OPRWCT

20' MANVILLE WATER SUPPLY CORPORATION
DOC. 2019113543 OPRWCT

LOCATED MANVILLE WATER SUPPLY CORPORATION
(DOC. NO. 2012086379 OPRWCT)

(23.719 acres)
GEORGE H. & PAMELA J. COOK
DOC. NO. 2018009171 OPRWCT

CR 464

N22°58'49"W 1319.22'

20' wide, Hereby Dedicated Right-of-Way

27747 Sq. Ft. 0.637 Ares

T. A. GRAVES ¾ LEAGUE AND LABOR

LOT 8
43,763 Sq. Feet
1.005 Acres

LOT 7
43,560 Sq. Feet
1.000 Acres

LOT 6
43,560 Sq. Feet
1.000 Acres

LOT 5
43,560 Sq. Feet
1.000 Acres

LOT 4
43,560 Sq. Feet
1.000 Acres

LOT 3
43,560 Sq. Feet
1.000 Acres

LOT 2
43,560 Sq. Feet
1.000 Acres

LOT 1
43,560 Sq. Feet
1.000 Acres

LOT 9
44,233 Sq. Feet
1.015 Acres

LOT 10
51,511 Sq. Feet
1.183 Acres

LOT 11
87,300 Sq. Feet
2.004 Acres

LOT 12
174,433 Sq. Feet
4.004 Acres

BLOCK "A"
40.237 Acres

1.133 ACRES (49,357 Sq. Ft.) JOINT USE ACCESS EASEMENT EXCLUSIVE TO LOTS 11, 12, & 13

LOT 14
51,739 Sq. Feet
1.188 Acres

LOT 13
87,314 Sq. Feet
2.004 Acres

LOT 15
51,874 Sq. Feet
1.191 Acres

LOT 16
87,382 Sq. Feet
2.006 Acres

TOTAL AREA
40.874 Acres

LOT 17
174,516 Sq. Feet
4.006 Acres

1.139 AC. (46,656 Sq. Ft.) JOINT USE ACCESS EASEMENT EXCLUSIVE TO LOTS 16, 17, & 18

LOT 19
52,101 Sq. Feet
1.196 Acres

LOT 18
87,396 Sq. Feet
2.006 Acres

LOT 20
52,236 Sq. Feet
1.199 Acres

LOT 21
87,465 Sq. Feet
2.008 Acres

LOT 22
174,601 Sq. Feet
4.008 Acres

1.144 AC. (49,853 Sq. Ft.) JOINT USE ACCESS EASEMENT EXCLUSIVE TO LOTS 21, 22, & 23

LOT 24
52,464 Sq. Feet
1.204 Acres

LOT 23
87,480 Sq. Feet
2.008 Acres

EXISTING 30' OVERHEAD ELECTRIC EASEMENT TO BLUEBONNET ELECTRIC COOP (UNRECORDED)

EXISTING 30' OVERHEAD ELECTRIC EASEMENT TO BLUEBONNET ELECTRIC COOP (UNRECORDED)

DEED LINE

S23°25'38"E 1346.24'

S66°34'22"W 1308.06'

N:10136395.26
E:3246094.29

N:10136916.09
E:3247294.29

DIANE R. JOHNSON
PROBATE DOC. NO. 2005068614 OPRWCT
±65.3 ACRES REMAINDER OF 105 ACRES, SECOND TRACT
MRS. EMMA K. JOHNSON, WIDOW, AND KARL A. JOHNSON
VOLUME 352, PAGE 635 WCDR

GRAPHIC SCALE
SCALE : 1"=100'

No. of Lots	24
No. of Blocks	1

Lot no.	sq. ft.	Acres
1	43,560	1.000
2	43,560	1.000
3	43,560	1.000
4	43,560	1.000
5	43,560	1.000
6	43,560	1.000
7	43,560	1.000
8	43,763	1.005
9	44,233	1.015
10	51,511	1.183
11	87,300	2.004
12	174,433	4.004
13	87,314	2.004
14	51,739	1.188
15	51,874	1.191
16	87,382	2.006
17	174,516	4.006
18	87,396	2.006
19	52,101	1.196
20	52,236	1.199
21	87,465	2.008
22	174,601	4.008
23	87,480	2.008
24	52,464	1.204
ROW	27,747	0.637

TOTAL LOTS 40.874 ACRES

LEGEND

◉	IRON ROD FOUND CAPPED AS NOTED
⊡	BOLT AS NOTED
●	½" IRON ROD FOUND
○	SET 1/2" IRON ROD W/CAP "ATWELL"
"WilCo" Cap	WILLIAMSON COUNTY CAP
△	CALCULATED POINT
( )	RECORD INFORMATION
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
BSL	BUILDING SETBACK LINE
PUE	PUBLIC UTILITY EASEMENT
CMP	EXISTING CORRUGATED METAL PIPE
OSSF	ON SITE SEWAGE FACILITY SETBACK

ATWELL
866.850.4200 www.atwell-group.com
3815 S. CAPITAL OF TEXAS HIGHWAY, SUITE 300
AUSTIN, TX 78704
FIRM NO. 10193726

DATE :	DEC., 2019
SCALE :	1"=100'
CHECKED BY :	PCS
DRAFTED BY :	SAR
JOB NUMBER :	19000

REVISIONS:	DATE	BY

FINAL PLAT

BIG SKY VISTAS

IN THE T. A. GRAVES ¾ LEAGUE AND LABOR
WILLIAMSON COUNTY, TEXAS

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

WE, 19.01 JOHNSON 40 LP, OWNER OF THE CERTAIN 40.874 ACRE TRACT OF LAND, SHOWN HEREON IN THE T. A. GRAVES THREE-QUARTER LEAGUE AND LABOR, WILLIAMSON COUNTY, TX. AND BEING A REMAINING PORTION OF A CALLED FIRST TRACT, 146.5 ACRES AND REMAINING PORTION OF A CALLED SECOND TRACT 105 ACRES OF LAND AS DESCRIBED IN A DEED FROM MRS, CARRIE L. JOHNSON TO MRS EMMA K, JOHNSON AND KARL A. JOHNSON, JANUARY 10, 1949 AND RECORDED IN VOLUME 352, PAGE 635 DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE SAID 40.874 ACRE TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS "FINAL PLAT BIG SKY VISTAS".

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 19 DAY OF February 20 20.

BEING 40.874 ACRES OF LAND

19.01 JOHNSON 40 LP
715 DISCOVERY BLVD. SUITE 306
CEDAR PARK TEXAS 78613
512-797-0501

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

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

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

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED Scott Ewell, KNOWN TO ME TO BE THE PERSON-WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGE TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 19 DAY OF February, 20 20 A.D.,

NOTARY PUBLIC SIGNATURE

KATHLEEN T. MOORE
Notary Public
STATE OF TEXAS
ID#12471103-5
My Comm. Exp. Oct. 15, 2023

Kathleen T. Moore
NOTARY PUBLIC PRINT OR TYPE NAME
MY COMMISSION EXPIRES: 10/15/23

LIEN HOLDER'S CERTIFICATION

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

WE, FRONTIER BANK, LIEN HOLDER OF THAT CERTAIN 40.874 ACRE TRACT OF LAND, SHOWN HEREON DO HEREBY CONSENT TO THE SUBDIVISION OF SAID 40.874 ACRE TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY CONSENT TO FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 19TH DAY OF FEBRUARY 2020.

FRONTIER BANK OF TEXAS
P O BOX 551
1213 US HWY 290
ELGIN, TX 78621

512 452-6995

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

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED Tommy R. Rivera R, KNOWN TO ME TO BE THE PERSON-WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGE TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 19th DAY OF February, 20 20 A.D.,

NOTARY PUBLIC SIGNATURE

CHRISTOPHER KAISER
My Notary ID # 130045128
Expires January 28, 2023

Christopher Kaiser
NOTARY PUBLIC PRINT OR TYPE NAME
MY COMMISSION EXPIRES: 01-28-2023

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

NO PORTION OF THIS TRACT IS WITHIN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP 48491C0725E DATED 09/26/2008. THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

I, THOMAS J. GROLL, P.E., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, IS COMPLETE AND COMPLIES WITH THE ENGINEERING RELATED PORTIONS OF THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Thomas J. Groll, P.E.
THOMAS J. GROLL, P.E.
REGISTERED PROFESSIONAL ENGINEER NO. 90976
TOM GROLL ENGINEERING, PC
5208 PRYOR LANE, AUSTIN TEXAS 78734
(512) 848-5796

STATE OF TEXAS
2/19/20
THOMAS J. GROLL
90976
LICENSED
PROFESSIONAL ENGINEER

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

I PAUL C. SAUVE JR., A REGISTERED PROFESSIONAL LAND SURVEYOR, AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF LAND SURVEYING, DO HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE LAND SURVEYING RELATED PORTION OF THE WILLIAMSON COUNTY ORDINANCE, IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND WAS PREPARED FROM A SURVEY MADE ON THE GROUND IN SEPTEMBER, 2019, UNDER MY DIRECTION AND SUPERVISION. ALL EASEMENTS OF RECORD ARE SHOWN OR NOTED OF THE PLAT AS FOUND ON THE COMMITMENT FOR TITLE INSURANCE PROVIDED BY STEWART TITLE GUARANTY COMPANY GF NO. 20190571, EFFECTIVE DATE, JUNE 14, 2019 AT 8:00 AM AND ISSUED JULY 11, 2019 AT 1:24 PM. IN CONJUNCTION WITH THE MOST RECENT PURCHASE OF THE SUBJECT PROPERTY.

PAUL C. SAUVE, JR.
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 2518
512-904-0505

2/19/2020
DATE

STATE OF TEXAS
REGISTERED
PAUL C. SAUVE, JR.
2518
PROFESSIONAL
LAND SURVEYOR

BASED UPON THE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE WILLIAMSON COUNTY FLOODPLAIN REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. WILLIAMSON COUNTY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITHIN IT.

J. Terron Evertson 2/26/20
J. TERRON EVERTSON, P.E., D.R., C.F.M. DATE
WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR

WILLIAMSON COUNTY ON-SITE SEWAGE FACILITIES (OSSF)

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

J. Terron Evertson 2/26/20
J. TERRON EVERTSON, PE, DR, CFM DATE
COUNTY ENGINEER

ROAD NAME AND 911 ADDRESSING APPROVAL
ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 20 DAY OF Feb, 2020 A.D.

Cindy Bridges
WILLIAMSON COUNTY ADDRESSING COORDINATOR
Cindy Bridges

IN APPROVING THIS PLAT BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONER'S COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.

COUNTY JUDGE'S APPROVAL

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

I, JUDGE BILL GRAVELL JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

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

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

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

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

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

BY: _____, DEPUTY

ATWELL
866.850.4200 www.atwell-group.com
3815 S. CAPITAL OF TEXAS HIGHWAY, SUITE 300
AUSTIN, TX 78704
FIRM NO. 10193726

DATE :	DEC., 2019
SCALE :	NA
CHECKED BY :	PCS
DRAFTED BY :	SAR
JOB NUMBER :	19000

REVISIONS:	DATE	BY

FINAL PLAT

BIG SKY VISTAS

IN THE T. A. GRAVES ¾ LEAGUE AND LABOR
WILLIAMSON COUNTY, TEXAS

Commissioners Court - Regular Session **28.**

Meeting Date: 03/03/2020

Discuss consider and take appropriate action on approval of the preliminary plat for the Avery Acres subdivision – Pct 4

Submitted For: Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the preliminary plat for the Avery Acres subdivision – Precinct 4.

Background

This proposed subdivision consists of 16 lots and no new public roads.

Timeline

2019-09-13 – initial submittal of preliminary plat
2019-10-09 – 1st review complete with comments
2019-11-11 – 2nd submittal of preliminary plat
2019-11-22 – 2nd review complete with comments
2020-01-21 – 3rd submittal of preliminary plat
2020-02-05 – 3rd review complete with comments
2020-02-10 – 4th submittal of preliminary plat
2020-02-21 – 4th review complete with comments clear
2020-02-27 – preliminary plat placed on March 3, 2020 Commissioners Court agenda for consideration

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

preliminary plat - Avery Acres

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/27/2020 11:48 AM
Form Started By: Adam Boatright		Started On: 02/27/2020 11:33 AM
Final Approval Date: 02/27/2020		

AVERY ACRES ADDITION - PRELIMINARY PLAT
WILLIAMSON COUNTY, TEXAS

PRELIMINARY

1" = 200'

RUTHERSVILLE COLLEGE SURVEY, A-528

J. WELCH SURVEY, A-677

J. CRYER SURVEY, A-133

R. BISSET SURVEY, A-57

R. BISSET SURVEY A-58

CALLED 150.13 ACRES
JASON ALAN MOGONYE
TO
MOGO LAND & CATTLE, LLC
APRIL 26, 2016
DOCUMENT NO. 2016-063663

CALLED 120.217 ACRES
RETA L. LEACH, ET AL
TO
EAGLE 519, LLC
APRIL 10, 2015
DOCUMENT NO. 2015-031322

CALLED 33 1/3 ACRES
GUS MECEY
TO
JACK L. WIGGINS AND WIFE,
ROSELYN E. WIGGINS
APRIL 4, 1974
VOLUME 586, PAGE 30

CALLED 100.506 ACRES
JOHN STEVEN MECEY AND
KATHY JONELL MECEY
TO
STEVE H. CORNELL
FEBRUARY 18, 1992
VOLUME 2113, PAGE 622

CALLED 2.500 ACRES
VIRGINIA LOUISE SIMS
TO
TIMOTHY EDWARD SIMS
JANUARY 25, 2017
DOCUMENT NO. 2017-008583

CALLED 2.500 ACRES
DONALD MERCADO
TO
FLOYD C. DELZ AND WIFE,
VELMA M. DELZ
JUNE 8, 1984
VOLUME 1029, PAGE 374

CALLED 16.467 ACRES
JACK D. CLAITOR AND
PAT CLAITOR
TO
MARK E. KROMREI AND
ELIZABETH H. KROMREI
MAY 20, 1986
VOLUME 1358, PAGE 932

CALLED 21.192 ACRES
VETERANS LAND BOARD
OF THE STATE OF TEXAS
TO
MARK E. KROMREI
AUGUST 12, 2004
DOCUMENT NO. 2004-089299

CALLED 16.00 ACRES
SJPW RANCH INVESTMENTS, LLC
TO
PACIA CRAWFORD
AUGUST 30, 2019
DOCUMENT NO. 2019088440

12021 OAKLYNN CT
MANOR, TX 78653

CALLED 20.05 ACRES
SJPW RANCH INVESTMENTS, LLC
TO
ADAM CASTELLON AND
ALLISON RAMOS-VILLELA
SEPTEMBER 30, 2019
DOCUMENT NO. 2019097709

1103 WEST 7TH STREET
TAYLOR, TX 76574

CALLED 11.50 ACRES
SJPW RANCH INVESTMENTS, LLC
TO
IMELDA SALAZAR
AUGUST 20, 2019
DOCUMENT NO. 2019080673

1404 AVEBURY CIR A
AUSTIN, TX 78753

CALLED 11.68 ACRES
SJPW RANCH INVESTMENTS, LLC
TO
VERONICA GARDEA
OCTOBER 4, 2019
DOCUMENT NO. 2019097707

CALLED 27.28 ACRES
SJPW RANCH INVESTMENTS, LLC
TO
THOMAS CHEPEY AND
KIMBERLY CHEPEY
OCTOBER 22, 2019
DOCUMENT NO. 2019101423

1100 CR 465, #C
ELGIN, TX 78615

CALLED 309.99 ACRES
TRACY MOGONYE
TO
SJPW RANCH INVESTMENTS, LLC
JULY 2, 2019
DOCUMENT NO. 2019060797

(244.19 ACRES REMAINDER
OUTSIDE OF PLATTED AREA)

PO BOX 1249, SAN MARCOS, TX 78667

CALLED 13.26 ACRES
SJPW RANCH INVESTMENTS, LLC
TO
BRIANA ROCHA
SEPTEMBER 19, 2019
DOCUMENT NO. 2019094252

2607 EASTWOOD LANE
ROUND ROCK, TX 78664

CALLED 11.32 ACRES
SJPW RANCH INVESTMENTS, LLC
TO
MARIA B. CARMONA
AUGUST 9, 2019
DOCUMENT NO. 2019084015

106 MATTHEWS DRIVE
HUTTO, TX 78634

CALLED 11.00 ACRES
SJPW RANCH INVESTMENTS, LLC
TO
RICARDO JIMENEZ-SIERRA AND
TERESA RAMIREZ
AUGUST 12, 2019
DOCUMENT NO. 2019088439

CALLED 27.191 ACRES
JAMES EDWARD RIDDLES AND
SARA D. RIDDLES
TO
CAROLYN ANN RIDDLES
DECEMBER 19, 2014
TRACT 2
DOCUMENT NO. 2014-101439

CALLED 12.947 ACRES
JAMES EDWARD RIDDLES AND
SARA D. RIDDLES
TO
CAROLYN ANN RIDDLES
DECEMBER 19, 2014
TRACT 1
DOCUMENT NO. 2014-101439

CALLED 17.300 ACRES
JAMES EDWARD RIDDLES AND
SARA D. RIDDLES
TO
CAROLYN ANNE RIDDLES
DECEMBER 19, 2014
TRACT 3
DOCUMENT NO. 2014-101439

CALLED 73.627 ACRES
VICKIE SUE SAMUELSON
TO
ROBERT L. MERRELL AND
MARY E. MERRELL,
HUSBAND AND WIFE
DECEMBER 6, 2012
DOCUMENT NO. 2012-102607

CALLED 79.993 ACRES
CARL KERMIT NYGARD AND WIFE,
ARLENE NYGARD
TO
MARK WAYNE NYGARD
DECEMBER 14, 1992
VOLUME 2230, PAGE 543

TRACT I
CALLED 11.00 ACRES

TRACT F
CALLED 11.00 ACRES

TRACT D
CALLED 10.08 ACRES

TRACT L
CALLED 10.18 ACRES

TRACT M
CALLED 12.88 ACRES

TRACT H
CALLED 12.16 ACRES

TRACT J
CALLED 22.76 ACRES

TRACT K
CALLED 10.01 ACRES

TRACT N
CALLED 11.00 ACRES

TRACT R
CALLED 11.00 ACRES

County Road 465 (Approx. 50' right-of-way)

County Road 466 (Approx. 60' right-of-way)

N 68°09'00" E - 1360.21'

N 68°09'00" E - 652.86'

S 21°32'06" E - 698.13'

N 21°32'06" W - 698.13'

N 68°09'00" E - 711.30'

S 68°09'00" W - 711.30'

S 71°41'43" W - 1362.35'

N 71°41'43" E - 1362.35'

S 75°12'57" W - 1369.68'

N 75°12'57" E - 1369.68'

S 81°11'54" W - 1394.48'

S 68°14'09" W - 1007.86'

N 68°14'09" E - 823.53'

S 22°18'23" W - 1189.32'

N 22°18'23" E - 1189.32'

S 31°06'12" E - 1205.24'

S 21°32'06" E - 1464.02'

N 21°32'06" W - 1149.19'

N 68°14'09" E - 328.23'

N 22°18'23" W - 1189.32'

S 22°18'23" E - 1189.32'

LOT 1 1.20 AC.
LOT 2 1.20 AC.
LOT 3 1.50 AC.
LOT 4 1.50 AC.
LOT 5 3.00 AC.
LOT 6 6.00 AC.
LOT 7 6.00 AC.
LOT 8 7.00 AC.
LOT 9 3.00 AC.
LOT 10 5.20 AC.
LOT 11 5.20 AC.

BLOCK 1
BLOCK 2

LOT 1 5.00 AC.
LOT 2 5.00 AC.
LOT 3 5.00 AC.
LOT 4 5.00 AC.
LOT 5 5.00 AC.

Pipeline Marker
3" Steel Post Found
6" Wood Post Found
1/2" IR Found bears:
S 87°35'22" W - 34.88'
1/2" IRF
Conc. Mon.
Pole
Pond

VARIABLE WIDTH ROAD WIDENING EASEMENT (0.432 Ac.)

20' WIDE MANVILLE WSC EASEMENT (1.137 Ac.)

20' WIDE MANVILLE WSC EASEMENT (0.379 Ac.)

50' BUILDING SETBACK

75' SETBACK AROUND POND

25' OSSF SETBACK

DRAINAGE COURSE WITH 25' OSSF SETBACK ON EACH SIDE

SEE NOTES FOR RIGHT-OF-WAY EASEMENT AND MANVILLE WSC WATERLINE EASEMENT DETAILS

APPROXIMATE LOCATION THE TEXAS PIPE LINE COMPANY VOLUME 343, PAGE 1 (BLANKET EASEMENT, NO DEFINED EASEMENT WIDTH)

50' WIDE EASEMENT ENTERPRISE CRUDE PIPELINE LLC DOCUMENT NO. 2015092555

3' WIDE RIGHT-OF-WAY EASEMENT FOR ROAD, DRAINAGE AND UTILITY PURPOSES (0.057 Ac.)

DRAINAGE ESMT.

20' X 20' EASEMENT (APPROXIMATE LOCATION) THE TEXAS PIPELINE COMPANY VOLUME 1428, PAGE 842

100 YEAR WSE

PROPOSED DRAINAGE EASEMENT

DRAINAGE EASEMENT - 642.56'

ELECTRIC EASEMENT (NO DEFINED WIDTH) TEXAS POWER & LIGHT COMPANY VOLUME 523, PAGE 49

MIN FFE = 544'

FEMA - ZONE X
FEMA - ZONE A

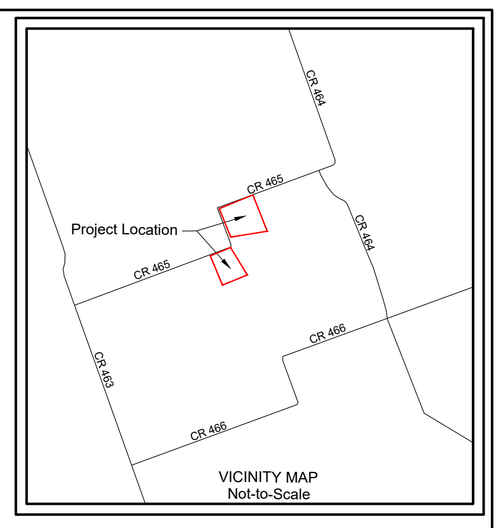
LINE	BEARING	DISTANCE
L1	N 68°09'00" E	228.63'
L2	S 21°32'06" E	228.63'
L3	S 68°09'00" W	228.63'
L4	N 21°32'06" W	228.63'
L5	N 68°09'00" E	228.63'
L6	S 21°32'06" E	228.63'
L7	S 68°09'00" W	228.63'
L8	N 21°32'06" W	228.63'
L9	N 68°09'00" E	254.04'
L10	N 68°09'00" E	324.45'
L11	N 68°09'00" E	324.45'
L12	S 21°32'06" E	234.24'
L13	S 21°32'06" E	234.24'
L14	S 21°32'06" E	297.40'
L15	N 21°32'06" W	151.05'
L16	N 21°32'06" W	150.00'
L17	N 21°32'06" W	150.00'
L18	N 21°32'06" W	183.72'
L19	N 21°32'06" W	142.89'
L20	N 21°32'06" W	142.89'
L21	S 68°09'00" W	324.45'
L22	S 68°09'00" W	324.45'
L23	N 21°32'06" W	183.72'
L24	S 68°09'00" W	254.04'
L25	N 68°09'00" E	457.26'
L26	S 21°32'06" E	142.89'
L27	S 68°09'00" W	457.26'
L28	N 68°09'00" E	457.26'
L29	S 21°32'06" E	142.89'
L30	S 68°09'00" W	457.26'
L31	S 68°14'09" W	275.28'
L32	S 68°14'09" W	183.15'
L33	S 68°14'09" W	183.15'
L34	S 68°14'09" W	183.15'
L35	S 68°14'09" W	183.14'
L36	N 68°14'09" E	183.14'
L37	N 68°14'09" E	183.15'
L38	N 68°14'09" E	183.15'
L39	N 68°14'09" E	183.15'
L40	N 68°14'09" E	90.95'
L41	N 44°15'25" W	51.85'
L42	N 12°26'10" W	61.30'
L43	S 68°14'09" W	50.00'
L44	N 21°48'26" W	48.21'
L45	N 21°53'38" W	51.30'

BLOCK 1: DRAINAGE COURSE

LINE	BEARING	DISTANCE
L46	S 21°32'08" E	50.01'
L47	S 69°39'08" W	28.19'
L48	S 67°51'15" W	46.77'
L49	S 65°08'12" W	54.38'
L50	S 62°58'27" W	64.10'
L51	S 49°09'28" W	32.40'
L52	S 61°14'14" W	60.30'
L53	S 69°43'57" W	39.30'
L54	S 78°45'13" W	79.37'
L55	S 66°11'12" W	199.53'
L56	S 71°46'21" W	74.48'
L57	N 73°11'01" W	48.56'
L58	N 67°05'22" W	108.91'
L59	N 63°49'09" W	55.69'
L60	N 77°10'27" W	79.84'
L61	N 85°25'55" W	77.04'
L62	S 88°30'29" W	74.96'
L63	S 87°44'30" W	87.37'
L64	S 89°26'39" W	82.43'
L65	N 75°53'48" W	58.57'
L66	N 41°10'31" W	99.24'
L67	N 28°51'41" W	249.15'
L68	N 41°09'52" W	67.25'
L69	N 44°58'27" W	80.65'
L70	N 21°32'08" W	21.65'
L71	N 68°08'59" E	45.01'
L72	S 44°58'27" E	84.50'
L73	S 41°09'52" E	74.30'
L74	S 28°51'41" E	249.14'
L75	S 41°10'31" E	78.22'
L76	S 75°53'48" E	36.50'
L77	N 89°26'39" E	75.26'
L78	N 87°44'30" E	86.96'
L79	N 88°30'29" E	77.94'
L80	S 85°25'55" E	83.29'
L81	S 77°10'27" E	89.30'
L82	S 63°49'09" E	60.11'
L83	S 67°05'22" E	104.82'
L84	S 73°11'01" E	30.11'
L85	N 71°46'21" E	56.25'
L86	N 66°11'12" E	202.60'
L87	N 78°45'13" E	80.94'
L88	N 69°43'57" E	31.64'
L89	N 61°14'14" E	51.29'
L90	N 49°09'28" E	33.16'
L91	N 62°58'27" E	71.10'
L92	N 65°08'12" E	56.51'
L93	N 67°51'15" E	48.74'
L94	N 69°39'08" E	27.94'

BLOCK 2: DRAINAGE COURSE

LINE	BEARING	DISTANCE
L95	S 68°14'08" W	50.53'
L96	N 13°28'34" W	169.47'
L97	N 12°11'57" W	63.74'
L98	N 17°42'21" W	76.93'
L99	N 74°03'37" W	179.68'
L100	N 69°21'32" W	177.16'
L101	N 81°46'54" W	80.92'
L102	N 66°29'40" W	432.01'
L103	N 57°21'33" W	375.40'
L104	N 68°14'08" E	61.49'
L105	S 57°21'33" E	335.62'
L106	S 66°29'40" E	421.31'
L107	S 81°46'54" E	79.65'
L108	S 69°21'32" E	180.55'
L109	S 74°03'37" E	204.41'
L110	S 17°42'21" E	106.12'
L111	S 12°11'57" E	65.59'
L112	S 13°28'34" E	161.62'



PRELIMINARY

PRELIMINARY

PRELIMINARY

PRELIMINARY

PRELIMINARY

OWNERS CERTIFICATE

WHEREAS, SJPW RANCH INVESTMENTS, LLC IS THE OWNER OF A TRACT OF LAND IN THE R. BISSET SURVEY, ABSTRACT NUMBERS 57 AND 58, WILLIAMSON COUNTY, TEXAS.

LEGAL DESCRIPTION

SUBDIVISION OF A PORTION OF A CALLED 309.99 ACRE TRACT, LOCATED IN THE R. BISSET SURVEY, ABSTRACT NUMBERS 57 AND 58, WILLIAMSON COUNTY, TEXAS. BEING DESCRIBED IN DEED FROM TRACY MOGONYE TO SJPW RANCH INVESTMENTS, LLC, DATED JULY 2, 2019 AND RECORDED IN DOCUMENT NO. 2019060797, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS.

NOTES:

According to F.E.M.A. flood insurance rate map community panel no. 48491c0725E, dated September 26, 2008, this property lies within Zone X, being defined as "areas determined to be outside the 0.2% annual chance floodplain"

The bearings hereon were oriented to agree with grid north and were derived using g.p.s. equipment. (Texas Central Zone – NAD 27).

All iron rods set are capped with plastic caps stamped (JDS).

" " denotes 1/2" iron rod set with plastic cap stamped (JDS) unless otherwise noted.

Electric service to be provided by Oncor Electric, through TXU. Sewer service for this subdivision will be provided by on-site sewage facilities. Water service to be provided by Manville Water Supply.

Any development on a lot for other than single family residential use, will require a site development permit from Williamson County and on-site detention will be provided as required or needed.

Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the floodway is prohibited; and, the existing creeks or drainage channels traversing along or across the subdivided tracts will remain as open channels, and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the creeks or drainage channels; and, Williamson County will not be responsible for any property damage, property loss, personal injury, or loss of life by flooding or flooding conditions; and Williamson County will not be responsible for the maintenance and operation of drainage ways for the control of erosion located on private property.

Total acreage for subdivision shown is 65.80 acres.

All maintenance responsibilities for public roads shall be provided by Williamson County.

All private roads (drives and streets) will be signed in a manner that indicates its private status. Williamson County shall not be responsible for maintenance of private streets, drives, emergency access easements, recreation areas and open spaces; the owners shall be responsible for the maintenance of private streets, drives, emergency access easements, recreation areas and open spaces, and said owners agree to indemnify and save harmless Williamson County from all claims, damages and losses arising out of or resulting from performance of the obligations of said owners set forth in this paragraph.

It is the responsibility of the owner, not the county, to assure compliance with the provisions of all applicable state, federal and local laws and regulations relating to the platting and development of this property.

The county assures no responsibility for the accuracy of representations by other parties in this plat. floodplain data, in particular, may change. it is further understood that the owners of the tract of land conveyed by this plat must install at their own expense all traffic control devices and signage that may be required before the roads in the subdivision have finally been accepted for maintenance by the county.

The intent of the right-of-way easement for road, drainage and utility purposes and the 20' wide Manville WSC waterline easement as shown hereon are as follows: Block 1 – along the north line of Block 1, the right-of-way easement is 2 feet south of and parallel with the north boundary line of Block 1, the 20' wide Manville WSC waterline easement is 20 feet south of and parallel with the south line of the 2' wide right-of-way easement, along the west line of Block 1, the right-of-way easement is 18.50 feet east of and parallel with the west boundary line of Block 1 from the south line of Lot 8 to the north line of Lot 7, then extending northerly from a point 18.50 feet east of the west boundary line to a point in the north line of Lot 4, being 10 feet east of the west boundary line and remaining 10 feet for the remainder of the west boundary line, the 20' wide Manville WSC waterline easement is 20 feet east of and parallel with the east line of the 18.50' wide right-of-way easement. Block 2 – along the north line of Block 2, the right-of-way easement is 3 feet south of and parallel with the north boundary line of Block 2, the 20' wide Manville WSC water line easement is 20 feet south of and parallel with the south line of the 3' wide right-of-way easement.

Improvements within the county road right-of-way including, but not limited to, landscaping, irrigation lighting, custom signs, is prohibited without first obtaining an executed license agreement with Williamson county.

Right-of-way easements for widening roadways or improving drainage shall be maintained by the landowner until road or drainage improvements are actually constructed on the property. The County has the right at any time to take possession of any road widening easement for the construction, improvement or maintenance of the adjacent road.

The landowner assumes all risks associated with improvements located in the right-of-way or road widening easements. By placing anything in the right-of-way or road widening easements, the landowner indemnifies and holds the County, its officers, and employees harmless from any liability owing to property defects or negligence not attributable to them and acknowledges that the improvements may be removed by the County and that the Owner of the improvement shall be responsible for the relocation and/or replacement of the improvement.

All public roadways and easements shown on this plat are free of liens.

This subdivision is subject to storm-water management controls as required by Williamson county subdivision regulations, section b11.1, on new development that would evoke such controls beyond existing conditions.

Except in certain isolated areas required to meet accessibility requirements, the minimum lowest finished floor elevation shall be one foot higher than the highest spot elevation that is located within five feet outside the perimeter of the building, or one foot above the BFE, whichever is higher.

No structure or land in this plat shall hereafter be located or altered without first obtaining a certificate of compliance from the Williamson County floodplain administrator.

The bearings hereon were oriented to agree with Grid North and were derived using G.P.S. equipment. (TX Central Zone – NAD 83)

I, Jace D. Scarbrough, do hereby state that this plat represents a survey made on the ground under my supervision during the month of June 2019.

GIVEN UNDER MY HAND & SEAL, this the 7th day of February, 2020.

Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document

JACE D. SCARBROUGH – R.P.L.S. No. 6289

STATE OF TEXAS
REGISTERED
6289
PROFESSIONAL
LAND SURVEYOR

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED _____ WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND THEY ACKNOWLEDGED SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 20___.

_____
NOTARY PUBLIC

CERTIFICATE OF COMPLIANCE

THE UNDERSIGNED, THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY CERTIFY THAT ON THE _____ DAY OF _____, 20___, THE WILLIAMSON COUNTY COMMISSIONERS COURT, BY APPROPRIATE MINUTE ORDER, DID FIND THAT THIS FINAL PLAT IS IN COMPLIANCE WITH APPLICABLE STATE AND COUNTY SUBDIVISION REGULATIONS, AND DID APPROVE THE SAME FOR FILING IN THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

CERTIFIED THIS _____ DAY OF _____, 20___

_____
COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE, ACCORDING TO AN OSSF REPORT AND SUBDIVISION REVIEW DATED SEPTEMBER 26, 2019.

SUBMITTED BY:

PRELIMINARY

ERIN K. BANKS, P.E. DATE
TEXAS REGISTRATION NO. 84248
BANKS & ASSOCIATES
820 CURRIE RANCH ROAD
WIMBERLEY, TEXAS 78676
(512) 801-9049
FIRM F-2002

STATE OF TEXAS
ERIN K. BANKS
84248
REGISTERED
PROFESSIONAL ENGINEER

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

I, ZACHARY POTTS, PRESIDENT OF SJPW RANCH INVESTMENTS, LLC, SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2019060797 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THAT CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS AVERY ACRES.

TO CERTIFY WHICH, WITNESS by my hand this _____ day of _____, 20____.

_____
ZACHARY POTTS
SJPW RANCH INVESTMENTS, LLC
PO BOX 1249, SAN MARCOS, TX 78667

APPROVED THIS _____ DAY OF _____, 20__ BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS

_____ COMMISSIONER
_____ COMMISSIONER
_____ COMMISSIONER
_____ COMMISSIONER

_____
HEALTH DEPARTMENT

INSET
NOT-TO-SCALE

PUBLIC ROAD

50' BUILDING SETBACK

TYPICAL LOT

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

_____ J. TERRON EVERTSON, PE, DR, CFM
COUNTY ENGINEER

_____ DATE

CERTIFICATE OF ACCEPTANCE OF DEDICATION

THE UNDERSIGNED, THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY CERTIFY THAT ON THE _____ DAY OF _____, 20___, ALL THE OWNERS OF REAL PROPERTY DESCRIBED ABOVE DID EXECUTE AND DELIVER UNTO THE WILLIAMSON COUNTY COMMISSIONERS COURT THEIR DEDICATION OF ALL STREETS, ALLEYS, PARKS, EASEMENTS AND OTHER PUBLIC AREAS TO THE PUBLIC, A COPY OF WHICH IS AFFIXED TO THE FACE OF THE PLAT; AND THE WILLIAMSON COUNTY COMMISSIONERS COURT DID, BY APPROPRIATE MINUTE ORDER, ACCEPT THE DEDICATION OF ALL STREETS, ALLEYS, PARKS, EASEMENTS AND OTHER PUBLIC AREAS ON BEHALF OF THE PUBLIC.

CERTIFIED THIS _____ DAY OF _____, 20___

_____
COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS:

I, _____, COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS FINAL PLAT, WITH FIELD NOTES HEREON, HAVING BEEN FULLY PRESENTED TO THE COMMISSIONER COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WAS ON THIS DAY APPROVED AND THE PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

_____ COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

_____ DATE

JDS SURVEYING, INC.
WWW.JDSSURVEY.COM
PROFESSIONAL SURVEYING & MAPPING
T.B.P.L.S. Firm Registration No. 10194118
159 W. Main, Van, TX 75790 - Phone: (903) 963-2333

OWNER: SJPW RANCH INVESTMENTS, LLC
RUSSELL SPILLERS
P.O. BOX 1249
SAN MARCOS, TEXAS 78667
(316) 537-1277

NOTE: NO ATTEMPT WAS MADE TO LOCATE UNDERGROUND PIPELINES OR UTILITIES.

NOTE: THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD NOT SHOWN.

PRELIMINARY PLAT
AVERY ACRES ADDITION
R. BISSET SURVEY, A-57 AND THE
R. BISSET SURVEY, A-58
WILLIAMSON COUNTY, TEXAS

0 200 400 600

LEGEND

⊕ = Light Pole
⊘ = Water Valve
Ⓕ = Fire Hydrant
Ⓜ = Water Meter
C.M. = Concrete Monument
IRF = Iron Rod Found
Chain Link Fence
Tele. Cable
Pipeline
Sanitay Sewer — SS —
Water Line — W —
Overhead Electric — E —

DRAWN BY: RM	SCALE: 1" = 200'
SURVEYED BY: JD	SHEET 1 of 1
DATE: 7-25-2019	FILE NO: 1203AA-83.DWG
REV.: #7_2-7-2020	

Commissioners Court - Regular Session **29.**

Meeting Date: 03/03/2020

Discuss consider and take appropriate action on approval of the replat of Lot 1 of the Shell West Reserve subdivision – Pct 3

Submitted For: Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the replat of Lot 1 of the Shell West Reserve subdivision – Precinct 3.

Background

This is a replat of Lot 1 of the Shell West Reserve subdivision. This replat will subdivide the 1 existing lot into 2 newly configured lots and no new public roads.

Timeline

2019-11-14 – initial submittal of replat
2019-12-13 – 1st review complete with comments
2020-01-30 – 2nd submittal of replat
2020-02-10 – 2nd review complete with comments clear
2020-02-19 – replat received with all signatures
2020-02-27 – replat placed on the March 3, 2020 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

replat - Shell West Reserve

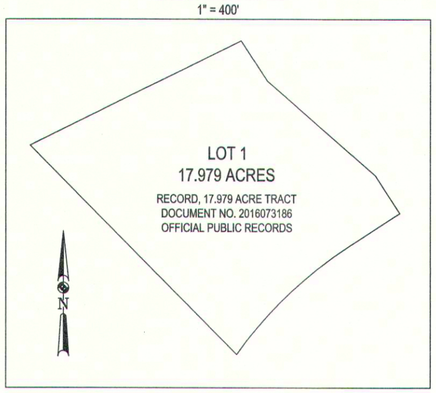
Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/27/2020 11:59 AM
Form Started By: Adam Boatright		Started On: 02/27/2020 11:35 AM
Final Approval Date: 02/27/2020		

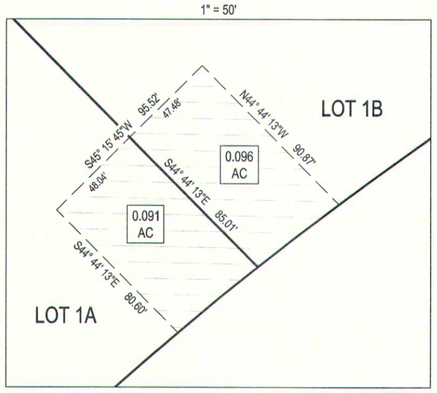
REPLAT OF LOT 1 FOR SHELL WEST RESERVE

BEING A 17.979 ACRE TRACT OF LAND, LOCATED IN THE WILLIAM ROBERTS SURVEY, ABSTRACT NO. 524, BLOCK NO. 4, SECTION NO. 4, WILLIAMSON COUNTY, TEXAS, SAID 17.979 ACRE TRACT, BEING ALL OF LOT ONE (1) OF SHELL WEST RESERVE SUBDIVISION RECORDED IN DOCUMENT NO. 2017085616, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

AS CURRENTLY PLATTED
1" = 400'



SHARED ACCESS, UTILITY AND DRAINAGE EASEMENT DETAIL
1" = 50'



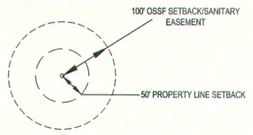
ABBREVIATIONS

B.S.L.	BUILDING SETBACK LINE
P.U.E.	PUBLIC UTILITY EASEMENT
AC	ACRES
OSSF	ON SITE SEWAGE FACILITY

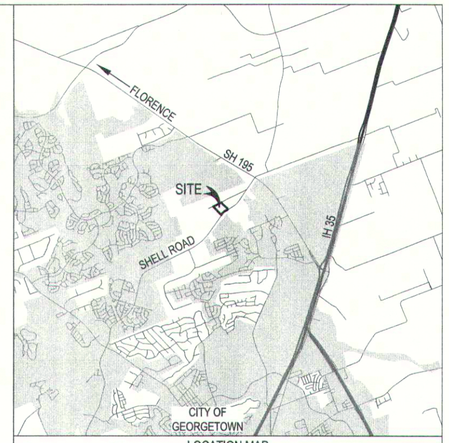
LEGEND

P.O.B.	POINT OF BEGINNING
●	1/2" IRON ROD FOUND
○	SET 1/2" IRON ROD WITH A BLUE "QUICK INC RPLS 6447" PLASTIC CAP
Ⓦ	WELL

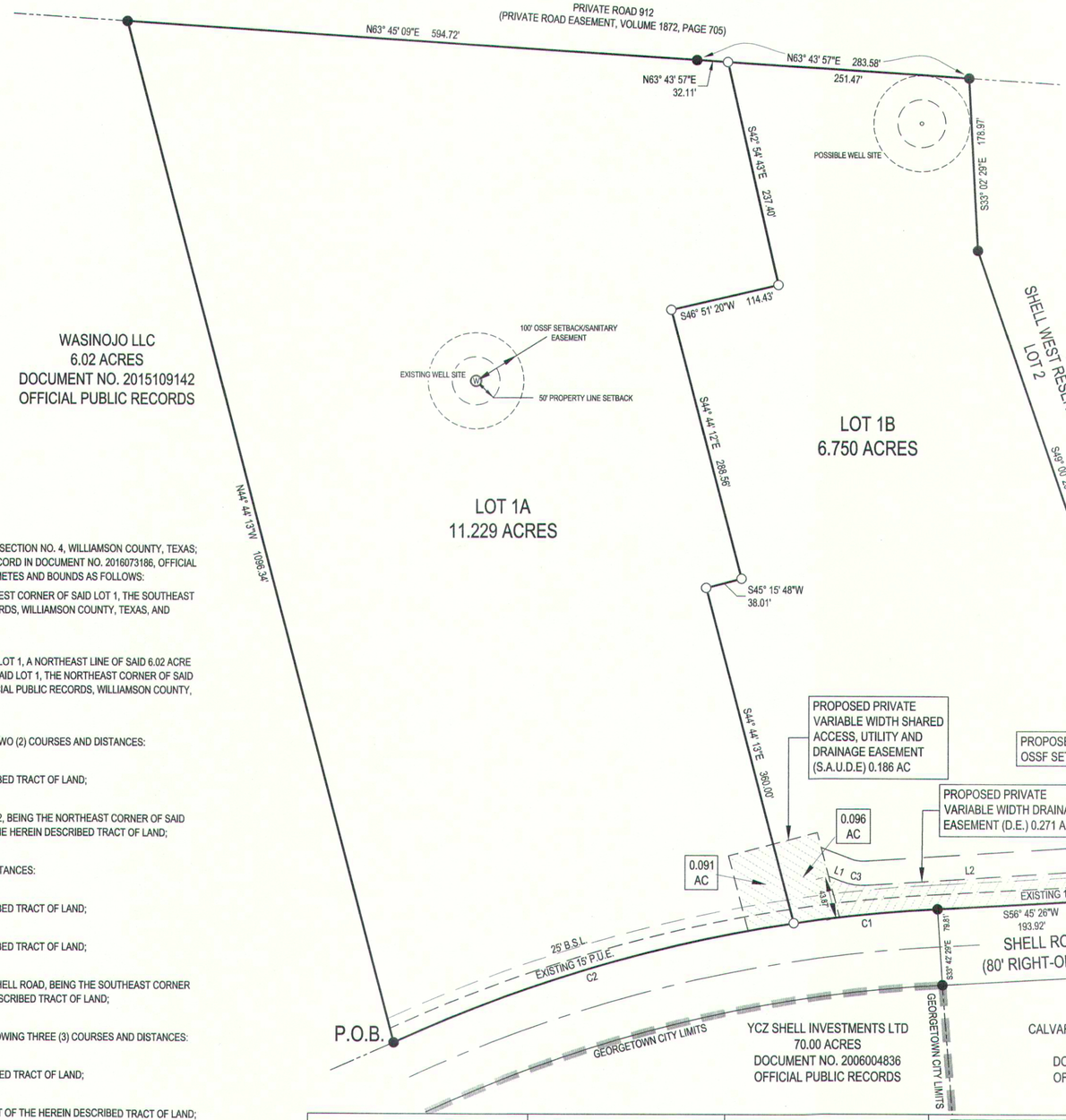
WELL LOCATION SETBACK DETAIL



WELL NOTE: THE PROPOSED WELL LOCATION IS SUBJECT TO CHANGE. THE 100' OSSF SETBACK/SANITARY EASEMENT AND 50' PROPERTY LINE SETBACK SHALL APPLY TO THE CONSTRUCTED LOCATION OF THE WELL.



LOCATION MAP
1" = 10000'



SCALE: 1"=100'

0 50' 100' 150' 200'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	1540.65'	150.34'	5°35'28"	S54° 12' 20"W	150.28'
C2	1540.65'	436.23'	16°13'23"	S43° 17' 55"W	434.77'
C3	60.00'	25.70'	24°32'30"	N68° 29' 02"E	25.50'
C4	60.00'	69.66'	66°31'27"	N22° 57' 04"E	65.82'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N80° 45' 17"E	15.53'
L2	N56° 12' 47"E	215.61'
L3	N10° 18' 40"W	11.63'
L4	N56° 57' 00"E	21.69'

NOTES:
1) FIELD WORK PERFORMED ON: OCTOBER 2019
2) BASIS OF BEARING: TEXAS STATE PLANE, CENTRAL ZONE, NAD83
3) THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT, THEREFORE ALL SETBACKS, EASEMENTS, ENCUMBRANCES AND RESTRICTIONS MAY NOT BE SHOWN HEREON. THE SURVEYOR DID NOT COMPLETE AN ABSTRACT OF TITLE.

FLOOD NOTE:
FEMA FLOOD ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS, MAP NUMBER 48491C0285E, EFFECTIVE DATE SEPTEMBER 26, 2008, THIS PROPERTY LIES IN ZONE "X", WHICH IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 500 YEAR FLOOD PLAIN. THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP IS FOR USE IN ADMINISTERING THE NATIONAL FLOOD INSURANCE PROGRAM; IT DOES NOT NECESSARILY IDENTIFY ALL AREAS SUBJECT TO FLOODING, PARTICULARLY FROM LOCAL DRAINAGE SOURCES OF SMALL SIZE, OR ALL PLANIMETRIC FEATURES OUTSIDE SPECIAL FLOOD HAZARD AREAS. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES LOCATED THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THE FLOOD HAZARD AREA IS SUBJECT TO CHANGE AS DETAILED STUDIES OCCUR AND/OR WATERSHED OR CHANNEL CONDITIONS CHANGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

BEING A 17.979 ACRE TRACT OF LAND, LOCATED IN THE WILLIAM ROBERTS SURVEY, ABSTRACT NO. 524, BLOCK NO. 4, SECTION NO. 4, WILLIAMSON COUNTY, TEXAS; SAID 17.979 ACRE TRACT, BEING ALL OF THAT LOT ONE (1), OF SHELL WEST RESERVE, ACCORDING TO THE PLAT OF RECORD IN DOCUMENT NO. 2016073186, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; SAID 17.979 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD LOCATED IN THE NORTHWEST RIGHT-OF-WAY LINE OF SHELL ROAD, BEING THE SOUTHWEST CORNER OF SAID LOT 1, THE SOUTHEAST CORNER OF THAT CALLED 6.02 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2015109142, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND BEING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

1. **THENCE,** DEPARTING THE NORTHWEST RIGHT-OF-WAY LINE OF SHELL ROAD, WITH THE SOUTHWEST LINE OF SAID LOT 1, A NORTHEAST LINE OF SAID 6.02 ACRE TRACT, **N 44° 44' 13" W,** A DISTANCE OF **1096.34',** TO A 1/2" IRON ROD LOCATED FOR THE NORTHWEST CORNER OF SAID LOT 1, THE NORTHEAST CORNER OF SAID 6.02 ACRE TRACT, BEING IN A SOUTHEAST LINE OF PRIVAT ROAD 912, RECORDED IN VOLUME 1872, PAGE 705, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND BEING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE, WITH THE SOUTHEAST LINES OF PRIVATE ROAD 912, THE NORTHWEST LINES OF SAID LOT 1, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

2. **N 63° 45' 09" E,** A DISTANCE OF **594.72',** TO A 1/2" IRON ROD LOCATED FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT OF LAND;
3. **N 63° 43' 57" E,** A DISTANCE OF **283.58',** TO A 1/2" IRON ROD LOCATED IN THE SOUTHEAST LINE OF PRIVATE ROAD 912, BEING THE NORTHEAST CORNER OF SAID LOT 1, THE NORTHWEST CORNER OF LOT 2 OF SAID SHELL WEST RESERVE, BEING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE, WITH THE COMMON BOUNDARY LINES OF SAID LOT 1 AND LOT 2, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

4. **S 33° 02' 29" E,** A DISTANCE OF **178.97',** TO A 1/2" IRON ROD LOCATED FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT OF LAND;
5. **S 49° 00' 26" E,** A DISTANCE OF **534.01',** TO A 1/2" IRON ROD LOCATED FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT OF LAND;
6. **S 33° 03' 00" E,** A DISTANCE OF **166.80',** TO A 1/2" IRON ROD LOCATED IN THE NORTHWEST RIGHT-OF-WAY LINE OF SHELL ROAD, BEING THE SOUTHEAST CORNER OF SAID LOT 1, THE SOUTHWEST CORNER OF SAID LOT 2, AND BEING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE, WITH THE NORTHWEST RIGHT-OF-WAY LINE OF SHELL ROAD, THE SOUTHEAST LINES OF SAID LOT 1, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

7. **S 56° 55' 28" W,** A DISTANCE OF **30.31',** TO A 1/2" IRON ROD LOCATED FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT OF LAND;
8. **S 56° 45' 26" W,** A DISTANCE OF **193.92',** TO A 1/2" IRON ROD LOCATED FOR THE BEGINNING OF A CURVE TO THE LEFT OF THE HEREIN DESCRIBED TRACT OF LAND;
9. WITH SAID CURVE TO THE LEFT CONTAINING A RADIUS OF 1540.65', A CENTRAL ANGLE OF 021°48'50", A CHORD WHICH BEARS S 46° 05' 38" W, A CHORD DISTANCE OF 583.03', A TOTAL **CURVE LENGTH** OF **586.57',** TO THE **POINT OF BEGINNING** CONTAINING **17.979 ACRES** OF LAND.

NOTE: THE BASIS OF BEARING WAS ESTABLISHED USING THE TRIMBLE VRS NETWORK, NAD (83), TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, 4203, US SURVEY FOOT, GRID. A SURVEY PLAT WAS PREPARED BY A SEPARATE DOCUMENT.

OWNER(S):
GARY & KAY HALL
P.O. BOX 902
GEORGETOWN, TEXAS 78628
(512) 299-3445

SURVEYOR:
QUICK INC. LAND SURVEYING
C/O TRAVIS QUICKSALL, R.P.L.S.
1430 N. ROBERTSON ROAD
SALADO, TEXAS 76571
OFF: (512) 915-4950
TQUICKSALL@QUICK-INC.NET

AGENT/ENGINEER:
MATKIN HOOVER
C/O GARRETT D. KELLER, P.E.
3303 SHELL ROAD, SUITE 3
GEORGETOWN, TEXAS 78628
OFF: (512) 868-2244
GKELLER@MATKINHOOVER.COM

MATKINHOOVER ENGINEERING & SURVEYING
P.O. BOX 54
8 SPENCER ROAD SUITE 100
BOERNE, TEXAS 78006
OFFICE: 830.249.0600 FAX:830.249.0099
TEXAS REGISTERED ENGINEERING FIRM F-004512
TEXAS REGISTERED SURVEYING FIRM F-10024000
CIVIL ENGINEERS SURVEYORS LAND PLANNERS CONSTRUCTION MANAGERS CONSULTANTS

DATE: JANUARY 2020
MHES JOB NO.: 2682.04

REPLAT OF LOT 1 FOR SHELL WEST RESERVE

REPLAT OF LOT 1 FOR SHELL WEST RESERVE

BEING A 17.979 ACRE TRACT OF LAND, LOCATED IN THE WILLIAM ROBERTS SURVEY, ABSTRACT NO. 524, BLOCK NO. 4, SECTION NO. 4, WILLIAMSON COUNTY, TEXAS, SAID 17.979 ACRE TRACT, BEING ALL OF LOT ONE (1) OF SHELL WEST RESERVE SUBDIVISION RECORDED IN DOCUMENT NO. 2017085616, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

NOTES:

1. OVERALL ACREAGE OF SUBDIVISION = 17.979 ACRES. LOT 1A ACREAGE = 11.229 ACRES. LOT 1B ACREAGE = 6.750 ACRES.
2. NO LOT IN THIS SUBDIVISION IS ENCROACHED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL NO.48491C0275E SEPTEMBER 26, 2008 (REVISED 1/11/2010) FOR WILLIAMSON COUNTY, TEXAS. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOOD PLAIN BOUNDARIES IN THIS AREA.
3. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
4. WATER SERVICE FOR THIS SUBDIVISION MAY BE PROVIDED BY ONSITE WELLS AND GEORGETOWN UTILITY SYSTEMS.
5. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ONSITE SEWAGE FACILITIES OR GEORGETOWN UTILITY SYSTEMS.
6. ELECTRIC SERVICE PROVIDED BY PEDERNALES ELECTRIC COMPANY (PEC).
7. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
8. ALL PUBLIC UTILITY EASEMENTS ARE FOR UTILITY IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO ELECTRIC, TELEPHONE, WATER, SEWER AND/OR CATV LINES AND APPURTENANCES.
9. GRANTOR HEREBY AGREES TO DEDICATE TO THE PUBLIC A UTILITY EASEMENT AND/OR UTILITY RIGHT-OF-WAY ON THIS PLAT FOR UTILITY PURPOSES.
10. UNLESS OTHERWISE NOTED, ALL CORNERS, ANGLES AND POINTS OF CURVATURE ARE MARKED WITH A SET 1/2" IRON ROD WITH A RED "QUICK, INC. RPLS #6447" PLASTIC CAP.
11. BASIS OF BEARING: WAS ESTABLISHED USING THE TRIMBLE VRS NETWORK, NAD 83 TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, 4203, US SURVEY FOOT, GRID.
12. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
13. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THE PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
14. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THE PLAT ARE FREE OF LIENS. REQUIRED RELEASE OF LIENS SHALL BE PROVIDED TO THE COMMISSIONERS COURT.
15. ALL LOT OWNERS IN THIS SUBDIVISION WHOSE LOT IS SERVED BY A SEPTIC SYSTEM SHALL BE REQUIRED TO OBTAIN A PERMIT FROM THE WILLIAMSON COUNTY OSSF OFFICE PRIOR TO CONSTRUCTION. THE SUBDIVISION DEVELOPER WILL BE HELD RESPONSIBLE TO NOTIFY BUILDERS AND LOT OWNERS OF THIS REQUIREMENT.
16. NO CONSTRUCTION IN THE SUBDIVISION MAY BEGIN UNTIL THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) HAS APPROVED THE WATER POLLUTION ABATEMENT PLAN (WPAP) IN WRITING.
17. ONSITE SEWAGE FACILITIES MUST BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER OR REGISTERED SANITARIAN.
18. ONE WAY "CIRCULAR" DRIVEWAYS SHALL BE PROHIBITED.
19. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXCUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
20. LANDSCAPING IS PROHIBITED WITHIN THE COUNTY ROAD RIGHT-OF-WAY.
21. THIS REPLAT IS SUBJECT TO ALL APPLICABLE PLAT NOTES AND RESTRICTIONS AS SET FORTH IN THE ORIGINAL FINAL PLAT FOR SHELL WEST RESERVE, AS RECORDED IN DOCUMENT NO. 2017085616 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY.
22. THIS SUBDIVISION IS SUBJECT TO STORMWATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
23. OWNER OF LOT 1B SHALL HOLD IN RESERVATION AN 0.271 OF AN ACRE AREA OF LAND AS SHOWN HEREON FOR THE PURPOSE OF CONVEYING PRIVATE DRAINAGE. THIS "DRAINAGE EASEMENT" SHALL BE MAINTAINED IN ITS FULL AND UNENCUMBERED OPERATIONAL ENTIRETY. THIS EASEMENT IS RESTRICTED FROM ALTERATIONS, IMPROVEMENTS, DEVELOPMENTS, AND/OR NEGLECT OF CARE THAT WOULD OR MAY IMPACT THE INTENDED STORM WATER CONVEYANCE FLOWS AND CAPACITY REQUIREMENTS. FURTHERMORE, SAID OWNER WILL MAINTAIN DRAINAGE INFRASTRUCTURE TO ITS NEW STATE, THIS SHALL INCLUDE AT A MINIMUM LAWNCARE, DEBRIS AND TRASH REMOVAL AND SLOPE STABILITY MAINTENANCE.
24. OWNER SHALL BE RESPONSIBLE FOR CONSTRUCTING A SINGLE 18" DIAMETER, AT A MINIMUM, PIPE CULVERT UNDER THE SHARED ACCESS DRIVEWAY. SAID CULVERT SHALL BE CERTIFIED BY A PROFESSIONAL ENGINEER AND DESIGNED AND INSTALLED PER THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS.
25. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.

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

WE, GARY & KAY HALL, CO-OWNERS OF LOT 1, BEING A 17.979 ACRE TRACT OF LAND IN THE SHELL WEST RESERVE SUBDIVISION, LOCATED IN THE WILLIAM ROBERTS SURVEY NO. 4, ABSTRACT NO. 524, WILLIAMSON COUNTY, TEXAS, RECORDED IN DOCUMENT NO. 2017085616, OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS, DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS LOTS 1A AND LOT 1B, SHELL WEST RESERVE.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 18 DAY OF Feb, 2020.

OWNER GARY HALL
P.O. BOX 902
GEORGETOWN, TX 78628

OWNER KAY HALL
P.O. BOX 902
GEORGETOWN, TX 78628

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

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED GARY AND KAY HALL, KNOWN TO ME TO BE THE PERSON(S) WHOSE NAME IS SUBSCRIBED TO THIS FOREGOING INSTRUMENT.

GIVEN UNDER MY SIGN AND SEAL OF OFFICE THIS 17 DAY OF Feb, 2020.

NOTARY PUBLIC STATE OF TEXAS
MY COMMISSION EXPIRES ON: 11/20

CHARLYNE L RAGSDALE
Notary ID # 2197642
My Commission Expires
November 13, 2020

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

J. TERRON EVERTSON, P.E., D.R.
CFM COUNTY ENGINEER

2/21/20
DATE

I, GARRETT D. KELLER, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT ALL RECOGNIZED ENGINEERING PRACTICES AND STANDARDS WERE USED IN THE PREPARATION OF THIS PLAT AND IN THE DESIGN OF THE SITE IMPROVEMENTS AND WERE ACCOMPLISHED UNDER MY DIRECT SUPERVISION TO CONFORM TO ALL REQUIREMENTS OF THE WILLIAMSON COUNTY DEVELOPMENT RULES AND REGULATIONS. THIS TRACT IS LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT GEORGETOWN, WILLIAMSON COUNTY, TEXAS, THIS 17th DAY OF February, 2020.

GARRETT D. KELLER
REGISTERED PROFESSIONAL ENGINEER
NO. 111511 STATE OF TEXAS

STATE OF TEXAS
GARRETT D. KELLER
111511
LICENSED
PROFESSIONAL ENGINEER

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

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

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT GEORGETOWN, WILLIAMSON COUNTY, TEXAS, THIS 17th DAY OF February, 2020.

TRAVIS QUICKSALL
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6447 STATE OF TEXAS

STATE OF TEXAS
REGISTERED
TRAVIS L. QUICKSALL
6447
PROFESSIONAL
LAND SURVEYOR

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

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 19th DAY OF February 2020.

WILLIAMSON COUNTY ADDRESSING COORDINATOR Teresa Baker

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

I, BILL GRAVELL JR, COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS

BILL GRAVELL, JR, COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

DATE

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

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 2020, A.D., AT _____ O'CLOCK, __.M., AND DULY RECORDED THIS THE ____ DAY OF _____, 2020, A.D., AT _____ O'CLOCK, __.M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. _____.

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

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

OWNER(S):	SURVEYOR:	AGENT/ENGINEER:		
GARY & KAY HALL P.O. BOX 902 GEORGETOWN, TEXAS 78628 (512) 299-3445	QUICK INC. LAND SURVEYING C/O TRAVIS QUICKSALL, R.P.L.S. 1430 N. ROBERTSON ROAD SALADO, TEXAS 76571 OFF: (512) 915-4950 TQUICKSALL@QUICK-INC.NET	MATKIN HOOVER C/O GARRETT D. KELLER, P.E. 3303 SHELL ROAD, SUITE 3 GEORGETOWN, TEXAS 78628 OFF: (512) 868-2244 GKELLER@MATKINHOOVER.COM	MATKINHOOVER ENGINEERING & SURVEYING P.O. BOX 54 8 SPENCER ROAD SUITE 100 BOERNE, TEXAS 78006 OFFICE: 830.249.0600 FAX:830.249.0099 TEXAS REGISTERED ENGINEERING FIRM F-004512 TEXAS REGISTERED SURVEYING FIRM F-10024000 CIVIL ENGINEERS SURVEYORS LAND PLANNERS CONSTRUCTION MANAGERS CONSULTANTS	DATE: JANUARY 2020 MHES JOB NO.: 2682.04 REPLAT OF LOT 1 FOR SHELL WEST RESERVE SHEET 2 OF 2

Commissioners Court - Regular Session **30.**

Meeting Date: 03/03/2020

Proclaiming March 2020 as Purchasing Month

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on proclaiming the month of March 2020 as Purchasing Month.

Background

The National Institute of Governmental Purchasing has proclaimed the month of March as Purchasing Month for the awareness of the purchasing professional's role to government officials. The Williamson County Purchasing Department has received the Achievement of Excellence in Procurement award for 20 consecutive years, one of the top 6 organizations at all levels of public purchasing (city, county, school district, state, higher education and non-profits) in the country. The Achievement of Excellence in Procurement award is nationally and internationally recognized as the gold standard for the achievement of excellence, innovation and best practices in the profession of public procurement.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2020 Proclamation

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	02/27/2020 08:58 AM
County Judge Exec Asst.	Andrea Schiele	02/27/2020 11:03 AM
Form Started By: Randy Barker		Started On: 02/25/2020 02:03 PM
Final Approval Date: 02/27/2020		

PROCLAMATION
WILLIAMSON COUNTY, TEXAS
PURCHASING MONTH
MARCH 2020

WHEREAS, the Williamson County Purchasing employees do an exemplary job of evaluating the process under which fair and competitive bidding occurs;

WHEREAS, training, networking, certification and continuing education of the Procurement staff ensure that the public is well served with a process of fairness in all aspects;

WHEREAS, Procurement staff continuously offers training to End-Users to ensure Purchasing policies are widely communicated and complied with within the County;

WHEREAS, Purchasing and other County employees and Officials in various county departments are committed to conducting ethical purchasing practices following adopted purchasing policies and procedures;

WHEREAS, the public procurement function focuses on public trust, public services and justice which in turn serve as the basis for the six values of accountability, impartiality, ethics, professionalism, service and transparency;

WHEREAS, the procurement function for the County is a team effort whereby its success depends upon the efforts and cooperation of the County's elected and appointed Officials, Department Heads, departmental employees assisting with the Purchasing process, Engineering, Facilities and Purchasing staff, as well as the vendor community.

NOW THEREFORE BE IT RESOLVED, that the Commissioners Court of Williamson County, Texas hereby proclaims the month of March 2020 as:

"Purchasing Month"

In Williamson County, Texas and urges all citizens to join the Williamson County Commissioners Court in recognizing the role of the Purchasing profession within business, industry and government.

IN WITNESS WHEROF, I have hereunto set my hand and caused the SEAL of Williamson County to be affixed this 3rd day of March 2020

_____

Bill Gravell, Williamson County Judge

Commissioners Court - Regular Session **31.**

Meeting Date: 03/03/2020

Appointment to Williamson County Child Welfare Board

Submitted For: Bill Gravell **Submitted By:** Melissa Goins, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on appointing Rebecca Severson of Round Rock and Joy Alexander of Taylor to the Williamson County Child Welfare Board.

Background

This appointment is for a 3-year term beginning October 2020 to September 2023.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recommendation Letter and Applications

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Andrea Schiele	02/05/2020 10:11 AM
Form Started By: Melissa Goins		Started On: 02/03/2020 04:05 PM
Final Approval Date: 02/05/2020		

Judge Bill Gravell
Williamson County Courthouse
710 main street Ste.101
Georgetown, Texas 78626

February 3, 2020

The Honorable Judge Bill Gravell and Williamson County Commissioners,

I am requesting the commissioners court approve the following board members to the Williamson County Child Welfare Board for a 3 year term beginning October 2020 to September 2023; Rebecca Severson and Joy Alexander. Joy has served previously with our board and has been an asset to our work. Rebecca has been volunteering in an unofficial capacity for some time and she also has gifts and skills that contribute to the work that we do for children in foster care in Williamson County. I have include the application forms for you to look over.

I respectfully request that these appointments be placed on your agenda at your earliest convenience.

Please call or email me with any questions you may have. Thank you for the opportunity to serve this court and these precious children.

Respectfully,

Rebecca O'Bryan-Lieb
President WCCWB
512-595-6230
rebeccaobryanlieb@reagan.com

Form C-105-0250
Revised March 2017

VOLUNTEER APPLICATION

Purpose: Use this form to apply to become a volunteer with the Department of Family and Protective Services (DFPS).
Directions: Complete this form and submit it to a DFPS community engagement specialist in person or via mail or email.
Note: To complete this form, a Social Security number is required.

VOLUNTEER INFORMATION

Full Legal Name (Last, First, Middle):	Preferred Name:	Date of Birth:
Severson, Rebecca S	Rebecca	[redacted]

Place of Birth (City, State):
[redacted]

Other Names Used/Known By (aliases, maiden name, previous married name, etc.):
Maiden Name Rebecca Marie Stuard

Current Address (Street, City, State, Zip Code):	County:
[redacted]	USA

Have you had any other residences in Texas in the past 5 years? ☐ Yes ■ No
If "yes," list them below (street address, city and county, and zip code — use an additional sheet if needed):

N/A

Number of Years as a Texas Resident:	Driver License State and Number:	Social Security Number:
54	[redacted]	[redacted]

Alternate ID #:	Type of Alternate ID: ☐ Canadian SIN ☐ Military ID ☐ Passport ☐ Permanent Residency Card ☐ State Photo ID

Home Telephone:	Cellular Telephone:	Email Address:
[redacted]	[redacted]	[redacted]

Gender:	Race (check all applicable):	Ethnicity:
☐ Male ■ Female	☐ Asian ☐ American Indian/Alaskan Native ☐ Native Hawaiian/Pacific Islander ☐ Black ■ White ☐ Unable to Determine (or none of the above)	■ Hispanic ☐ Not Hispanic ☐ Unable to Determine

Organization Represented (if applicable):	Who referred you to DFPS?
Williamson County Child Welfare Board	Vanessa Nothnagel

Why do you want to volunteer for DFPS?
I am very passionate about providing for children, especially those in the foster care system.

Applicable skills:
I am a hard worker who held officer positions in other non-profit organizations, including, President, Secretary, Vice President, Treasurer and Advisor.I am proficient as all Microsoft applications, including, Excel, PowerPoint and Word.

Type of volunteer services preferred:
I prefer collecting, organizing and distributing donations for the children.

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

EDUCATION (CHECK HIGHEST LEVEL COMPLETED)

☐ Elementary School ☐ Middle School ☐ High School ☐ Vocational Training
☐ Some College ■ College ☐ Graduate School

Interns: ☐ Some College ☐ Undergraduate ☐ Graduate ☐ Post Graduate

University:	Date of Undergraduate Degree:	Date of Graduate Degree:
Texas State University	May 1995	

ADDITIONAL LANGUAGES

Language	Speak	Read	Write
Spanish	☐ Fair ■ Good ☐ Excellent	☐ Fair ■ Good ☐ Excellent	☐ Fair ■ Good ☐ Excellent
	☐ Fair ☐ Good ☐ Excellent	☐ Fair ☐ Good ☐ Excellent	☐ Fair ☐ Good ☐ Excellent

American Sign Language: ■ Fair ☐ Good ☐ Excellent ☐ N/A

PREVIOUS VOLUNTEER EXPERIENCE

Organization	Position	Responsibilities
Round Rock Sertoma	Serteen Advisor	Organized all teen volunt
St William Catholic Church	Nursing Home Minister	Providing spiritual suppo
RRHS Cheer Boosters	Secretary	Meeting minutes
RRHS Cheer Booster	Treasurer	Kept budgeg

DATE(S) AND TIME(S) AVAILABLE

Days per week: 1	Hours per week: up to 8 on Weekend Days

Comments:

ELECTRONIC SIGNATURE VOLUNTEER AGREEMENT

☑ I understand that I am requesting volunteer placement requiring criminal history and central registry checks and authorize DFPS to complete these checks.

☑ I understand that background checks are conducted on an annual basis for DFPS volunteers. I authorize DFPS to conduct a criminal history and central registry check each year that I volunteer with DFPS.

☑ I understand that by signing this Electronic Signature Acknowledgement form, it is equivalent to my handwritten signature and legally binding. Whenever I execute an electronic signature, it has the same validity and meaning as my handwritten signature. I will not, at any time in the future, repudiate the meaning of my electronic signature or claim that my electronic signature is not legally binding. I acknowledge and warrant the truthfulness of the information provided in this document.

Electronic Signature of Volunteer:	Date Signed:
X Rebecca Stevenson	10/21/2019

RETURN RESULTS TO (FOR DPFS USE ONLY)

Full Name:	Contact Phone:	Mail Code:
Program (APS, CPS, CCL), Unit, and Location:		

Check box to indicate applicant's involvement:
☐ Volunteer ☐ Intern (non-paid) ☐ PCG ☐ Board Member

CHECKLIST FOR VOLUNTEER'S SUPERVISOR

For all volunteers:

- ☐ Complete volunteer application form/enter information in tracking system.
- ☐ Check personal references using telephone or mail reference check forms.
- ☐ Review Volunteer and Community Engagement Policy Handbook, Sections 4000–8000.
- ☐ Select job placement with volunteer. If appropriate, complete background check.
- ☐ Complete Transportation Form 250c (if transporting or performing essential driving duties as an official part job description).
- ☐ Review job duties with volunteer.
- ☐ Review DFPS Volunteer Guidebook and Work Rules and Standards of Conduct.
- ☐ Review and sign Confidentiality Agreement (Form 251).
- ☐ Complete and sign ID Card when appropriate (see Sec. 670 of VCE Handbook).
- ☐ Arrange on-the-job and formal training, when appropriate.
- ☐ Provide volunteer with instructions for entering volunteer hours on automated tracking systems. (Reporting Form 260 can be used if volunteer cannot enter hours directly on tracking system.)

For volunteers with direct client contact or access:

- ☐ Conduct criminal history and central registry check.
- ☐ Volunteer transporters/essentials drivers: check auto insurance, valid driver's license, and driving record, in accordance with Sec. 8600 of VCE Handbook.

For volunteers selected for computer access (see Sec. 5800 of VCE Handbook):

- ☐ Completed Non-DFPS Staff Computer Security Agreement (Form 4047).
- ☐ Schedule volunteer for appropriate computer training.
- ☐ Complete Move/Add/Change (eMac).

SUPERVISOR AND/OR VOLUNTEER COORDINATOR INFORMATION

Supervisor Name:	Unit/Location:
Volunteer Coordinator Name:	Unit/Location:

Texas Department of Family and Protective Services

Form C-105-0250
Revised March 2017

VOLUNTEER APPLICATION

Purpose: Use this form to apply to become a volunteer with the Department of Family and Protective Services (DFPS).
Directions: Complete this form and submit it to a DFPS community engagement specialist in person or via mail or email.
Note: To complete this form, a Social Security number is required.

VOLUNTEER INFORMATION

Full Legal Name (Last, First, Middle):	Preferred Name:	Date of Birth:
Alexander, Joy Gale	Joy	[redacted]

Place of Birth (City, State): [redacted]

Other Names Used/Known By (aliases, maiden name, previous married name, etc.):
Bowman, Powell

Current Address (Street, City, State, Zip Code):	County:
[redacted]	Williamson

Have you had any other residences in Texas in the past 5 years? ☐ Yes ■ No
If "yes," list them below (street address, city and county, and zip code — use an additional sheet if needed):

Number of Years as a Texas Resident:	Driver License State and Number:	Social Security Number:
10	[redacted]	[redacted]

Alternate ID #:	Type of Alternate ID: ☐ Canadian SIN ☐ Military ID ☐ Passport ☐ Permanent Residency Card ☐ State Photo ID

Home Telephone:	Cellular Telephone:	Email Address:
	[redacted]	[redacted]

Gender:	Race (check all applicable):	Ethnicity:
☐ Male ■ Female	☐ Asian ☐ American Indian/Alaskan Native ☐ Native Hawaiian/Pacific Islander ☐ Black ■ White ☐ Unable to Determine (or none of the above)	☐ Hispanic ■ Not Hispanic ☐ Unable to Determine

Organization Represented (if applicable):	Who referred you to DFPS? Rebecca Obryant Lieb

Why do you want to volunteer for DFPS?

I was on the board previously and believe this organization is doing the best work for children in need.

Applicable skills:

Clerical

Type of volunteer services preferred:

On the Child Welfare Board

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

EDUCATION (CHECK HIGHEST LEVEL COMPLETED)

☐ Elementary School ☐ Middle School ■ High School ☐ Vocational Training
☐ Some College ☐ College ☐ Graduate School

Interns: ☐ Some College ☐ Undergraduate ☐ Graduate ☐ Post Graduate

University:	Date of Undergraduate Degree:	Date of Graduate Degree:

ADDITIONAL LANGUAGES

Language	Speak	Read	Write
	☐ Fair ☐ Good ☐ Excellent	☐ Fair ☐ Good ☐ Excellent	☐ Fair ☐ Good ☐ Excellent
	☐ Fair ☐ Good ☐ Excellent	☐ Fair ☐ Good ☐ Excellent	☐ Fair ☐ Good ☒ Excellent

American Sign Language: ☐ Fair ☐ Good ☐ Excellent ☐ N/A

PREVIOUS VOLUNTEER EXPERIENCE

Organization	Position	Responsibilities
Child Welfare Board	member	various
Taylor ISD	Mentor	Mentoring
R.O.C.K.	Founder	Horse

DATE(S) AND TIME(S) AVAILABLE

Days per week: 5	Hours per week: when needed

Comments:

ELECTRONIC SIGNATURE VOLUNTEER AGREEMENT

☑ I understand that I am requesting volunteer placement requiring criminal history and central registry checks and authorize DFPS to complete these checks.

☑ I understand that background checks are conducted on an annual basis for DFPS volunteers. I authorize DFPS to conduct a criminal history and central registry check each year that I volunteer with DFPS.

☑ I understand that by signing this Electronic Signature Acknowledgement form, it is equivalent to my handwritten signature and legally binding. Whenever I execute an electronic signature, it has the same validity and meaning as my handwritten signature. I will not, at any time in the future, repudiate the meaning of my electronic signature or claim that my electronic signature is not legally binding. I acknowledge and warrant the truthfulness of the information provided in this document.

Electronic Signature of Volunteer:	Date Signed:
X Joy Alexander Digitally signed by Joy Alexander Date: 2020.01.29 14:02:54 -06'00'	01/29/2020

RETURN RESULTS TO (FOR DPFS USE ONLY)

Full Name:	Contact Phone:	Mail Code:
Program (APS, CPS, CCL), Unit, and Location:		

Check box to indicate applicant's involvement:
☐ Volunteer ☐ Intern (non-paid) ☐ PCG ☐ Board Member

CHECKLIST FOR VOLUNTEER'S SUPERVISOR

For all volunteers:

- ☐ Complete volunteer application form/enter information in tracking system.
- ☐ Check personal references using telephone or mail reference check forms.
- ☐ Review Volunteer and Community Engagement Policy Handbook, Sections 4000–8000.
- ☐ Select job placement with volunteer. If appropriate, complete background check.
- ☐ Complete Transportation Form 250c (if transporting or performing essential driving duties as an official part job description).
- ☐ Review job duties with volunteer.
- ☐ Review DFPS Volunteer Guidebook and Work Rules and Standards of Conduct.
- ☐ Review and sign Confidentiality Agreement (Form 251).
- ☐ Complete and sign ID Card when appropriate (see Sec. 670 of VCE Handbook).
- ☐ Arrange on-the-job and formal training, when appropriate.
- ☐ Provide volunteer with instructions for entering volunteer hours on automated tracking systems. (Reporting Form 260 can be used if volunteer cannot enter hours directly on tracking system.)

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- ☐ Completed Non-DFPS Staff Computer Security Agreement (Form 4047).
- ☐ Schedule volunteer for appropriate computer training.
- ☐ Complete Move/Add/Change (eMac).

SUPERVISOR AND/OR VOLUNTEER COORDINATOR INFORMATION

Supervisor Name:	Unit/Location:
Volunteer Coordinator Name:	Unit/Location:

Commissioners Court - Regular Session **32.**

Meeting Date: 03/03/2020

Court Cancellation

Submitted For: Bill Gravell **Submitted By:** Andrea Schiele, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on canceling the Commissioners Court session on March 17, 2020.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Andrea Schiele	02/26/2020 09:43 AM
Form Started By: Andrea Schiele		Started On: 02/26/2020 09:27 AM
Final Approval Date: 02/26/2020		

Commissioners Court - Regular Session **33.**

Meeting Date: 03/03/2020

EPM

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

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on updates to the Employee Policy Manual.

Background

Updates include a few proposed changes from the Auditor's office and to the career ladder line related to Commissioners Court approval a few weeks ago.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

EPMMar2020

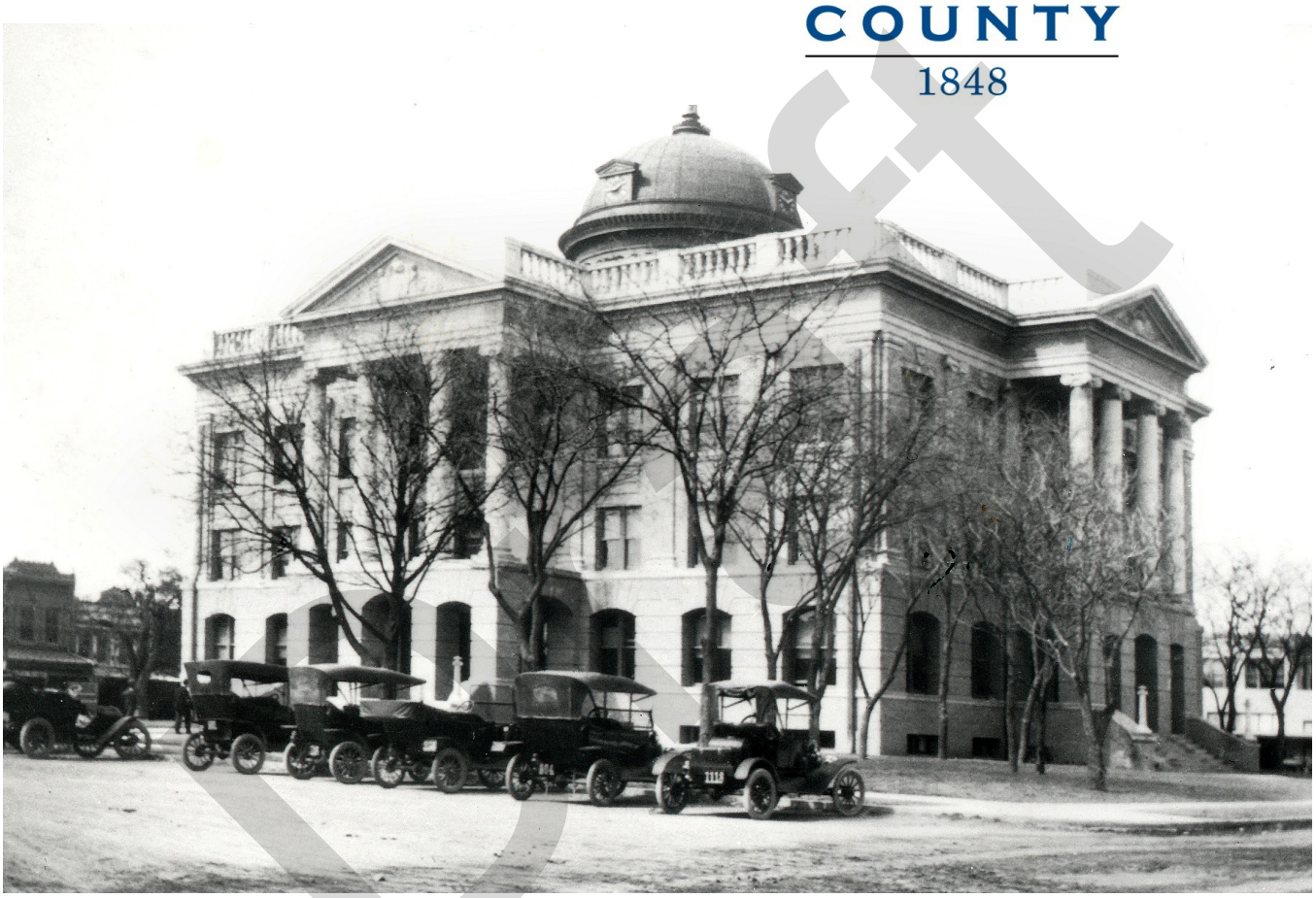
Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/26/2020 11:36 AM

Form Started By: Rebecca Clemons Started On: 02/24/2020 10:59 AM

Final Approval Date: 02/26/2020

WILLIAMSON COUNTY
1848



Employee Policy Manual

Effective Feb 2020

Draft

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Draft

Policy Manual Disclaimer

This employee policy manual constitutes the general personnel policies for all Williamson County employees. It does not constitute a contract or provide a guarantee of employment. Policies may be altered, deleted, or amended at any time by action of the Commissioners Court. If any provision or part of a provision of these policies is held invalid, unlawful, or unenforceable, it will not affect the validity of the remaining provisions or parts of provisions, which will remain in effect. In cases where federal or state laws or regulations supersede local guidelines, such laws or regulations will substitute for these personnel guidelines only insofar as necessary for compliance. Specific departments may have additional policies unique to their operations.

Elected official's rights and responsibilities as defined by Texas law supersede these policies where conflicts may occur. Elected officials are encouraged to follow all policies contained herein in order to provide uniform application across the County and to protect the County against potential employment related issues.

About Williamson County Government

Williamson County's government organization is established by the Constitution of the State of Texas and by state statutes. Its operations are governed by state and federal law and by actions of the Commissioners Court.

Commissioners Court

The Commissioners Court consists of four County Commissioners; each elected by the voters of a Commissioners precinct, and a County Judge, elected by all of the voters of the County. Officials are elected for a four-year term. The Commissioners Court is the chief policy, administrative, and executive branch of County government.

County Operations

County operations are conducted through departments and offices; each administered by an elected public official or an appointed department head.



Draft

Employment

At Will Employment

Employment with Williamson County is on an at-will basis:

- An employee may resign at any time with or without notice
- Williamson County may terminate the employment relationship at any time with or without cause or notice
- Williamson County may change the terms and conditions of employment at any time, with or without notice

Equal Employment Opportunity & ADA Compliance;

Williamson County is committed to providing a workplace free of discrimination. All employment decisions (hiring, promotions, terminations, compensation, etc.) are made without regard to any covered or protected class as defined by law and applicable statements of the law by the Equal Employment Opportunity Commission (EEOC) or disability as defined by the Americans with Disabilities Act and applicable state laws, including those enforced by the Texas Workforce Commission. If an employee requires an accommodation due to a disability, contact the Human Resources Department.

Employment Status

- **Full-time:** Full time positions are scheduled to work consistently 30 or more hours in a pay week
- **Part-time:** Part time positions are scheduled to work no more than 29 hours in a pay week and are not eligible for benefits or longevity pay
- **Temporary:** Temporary employees are limited to working 130 days in a calendar year. They are not eligible for TCDRS retirement, holidays, benefits or leave time including longevity pay

Position Classification

Positions are classified as exempt or non-exempt based on the definitions and requirements of the Federal Labor Standards Act. (FLSA)

- **Exempt:** Exempt positions are salaried positions which are not eligible for overtime or compensatory time
- **Non-Exempt:** Non-exempt positions are hourly positions which are eligible for overtime pay or compensatory time as determined by County policy

Draft



Employment

Overtime

Classification	Eligibility	Accrual
Exempt	NO	Exempt employees are not eligible for overtime compensation
Non-Exempt	YES	• Time and a half pay or compensatory time after 40 hours actually worked in a work week • Determination of pay vs comp time is based on departmental budget
Non-Exempt: Department of Infrastructure	YES	• Time and a half compensatory time after 40 hours actually worked • In the event of a public safety emergency, the Senior Director has the discretion to grant overtime pay at time and a half to those employees performing emergency response duties at the request of their supervisor
Non-Exempt: Public Safety Positions	YES	Time and a half overtime pay or compensatory time after 40 hours worked
Non-Exempt: Law Enforcement and Corrections Officers	YES	Time and a half overtime pay or compensatory time after 86 hours worked in a 14 day pay period. The hours worked between 80 and 86 hours, for this period, are compensated at straight overtime pay or compensatory time.
Non-Exempt Catastrophic Event Pay	YES	Upon EOC activation and/or declaration of a local, state or federal disaster, non-exempt essential personnel (EP) may receive time and one-half pay in lieu of compensatory time, once the normal hours required before overtime eligibility have been exceeded

All overtime must be preapproved by the Elected Official or Department Head. Only hours actually worked are included in the determination of overtime as it is based on hours actually worked. Sick leave, vacation, holidays, and other absences from the work place do not count toward the accrual of overtime. Time sheets must be balanced to the number of hours scheduled per pay period. As used above, overtime may refer to accruals of compensatory time or payments.
Compensatory time is limited to 240 hours, all hours above this limit will be paid at time and one-half.



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Employment

Recruitment

When a position becomes vacant, the position may be posted externally through Human Resources, internally (within the department) by the Elected Official or Department Head or the position may be filled by an applicant that has previously applied for a similar position within the past 180 days. The Elected Official, Department Head or their designee will make the final selection in the recruitment process. The chart below generally defines the processes:

Job Posting Options

Type	Description	Documentation	Process
External Job Posting	Vacant position is posted online through Human Resources	A request to post must be sent to Human Resources	Position will be posted through online hiring system for a minimum of 5 calendar days
Internal Job Posting	Vacant position is posted internally through email or other written communication method within the hiring department only	An email or manual written posting may be used to notify employees of the vacancy	Notify internal employees of the opportunity and provide instructions on how they must apply (i.e. via resume, email response, etc.)
Applicant Pool	Applications are reviewed from a previous posting for the same or similar position	Contact Human Resources to request applications from the previous posting	Applications will be provided through the online hiring system for the hiring manager to review

Draft

Candidate Selection Process

All candidates being considered should meet the minimum requirements for the position and should go through a consistent screening and interviewing process. Once a candidate is selected, the hiring manager must notify Human Resources to complete the final steps in the hiring process.

Nepotism

Nepotism is the hiring or influencing others to hire relatives without regard to merit. The County and the Texas Government Code Chapter 573 outline specific rules prohibiting the appointment, confirmation of appointment, or voting for the appointment (or confirmation of appointment) of a relative. Refer to the Texas Government Code Chapter 573(Relationships by Consanguinity or by Affinity) for additional clarification. In compliance with its own policies, the Commissioners Court will not affirm any Officer who is related to another employee within the same department.

Changes in relationships which may violate this policy, must be immediately reported to Human Resources

Employment

Hiring Post TCDRS Retirement

Williamson County elected officials, department heads, or other agents of the County may not make any prior commitments, agreements, or arrangements to rehire a Williamson County TCDRS retiree. Any retiree selected for a position with Williamson County will require pre-approval from the Human Resources Department due to TCDRS rules.

Pre-Employment Screening

Potential employees of Williamson County may be required to submit to a criminal history check, physical exam, drug screening or other job specific screening, prior to employment. Any job offer is contingent upon successfully completing and meeting the requirements of these screenings. If additional information is received after employment begins which fails to meet the screening requirements, the employment relationship may be terminated. False information provided by an applicant will disqualify the applicant from consideration, or if discovered after employment begins may result in termination.

Post Hire



New Employee Orientation

All new employees must attend new employee orientation before the end of the pay period in which they are hired.

Direct Deposit

Direct Deposit is strongly recommended. The first pay check will be mailed to the address of record, as will the first paycheck whenever changing banking institutions. Pay remittance slips can be viewed and printed online located on the Wilco Self Service site in Oracle.

Texas County and District Retirement System Contributions (TCDRS)

All officials, part-time and full-time employees are required to participate in the Texas County and District Retirement System (TCDRS) as a condition of employment. Temporary employees are exempt from participation



Draft

Employment

Transfers

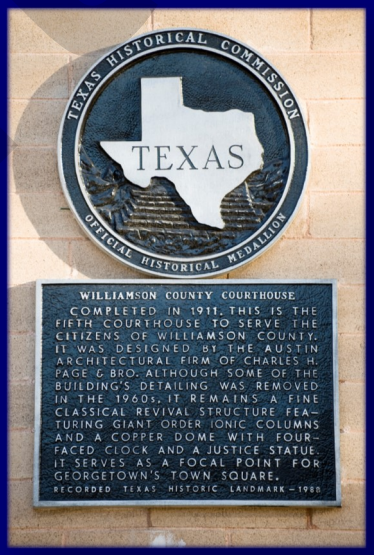
Employees transferring from one County office or department to another should give at least a two week written notice to their current official/department head. The current official/department head may waive the two week period. If an employee status changes from a non-exempt to an exempt position, the employee's current compensatory time balance will be paid out as of the last day in the non-exempt position and at the hourly rate for the non-exempt position. Compensatory time will also be paid out when a non-exempt employee transfers from one County department to another. If an employee transfers from a position that allows for a higher vacation or sick leave balance, the amount that is in excess of the limit for the new position will be forfeited. Transfers to and from WCCHD, Museum or CSCD are considered employment separations.



Separation of Employment

Employees are required to provide at least a two week written notice in order to resign in good standing. The last day of employment is the last day the employee is present at work. Leave time cannot be used on the last day of employment, with the exception of administrative leave or medical leave covered under or at the conclusion of FMLA. In some cases, the last day of employment may be adjusted after a review and approval process involving the department, Human Resources, and the County Auditor's Office. At the discretion of the Elected Official or Department Head, the resignation may be accepted immediately or at any time within the resignation notice period. In the event that an employee passes away, the last date of employment will be the last date worked or the last day on approved leave with the exception of vacation leave. Employees must return all Williamson County property immediately upon request or upon termination of employment. Any items not returned may be deducted from the final paycheck for certain eligible employees.
The following will be paid on the final paycheck or when County assets have been disabled/returned to the County:

- Eligible accrued vacation time
- Comp time
- Unused holiday time banked prior to October 1, 2014



Adjusted Service Dates for Rehired Employees

Employees rehired within 90 days from his/her last employment termination date, will be reinstated with service time based on a calculated adjusted service date. The adjusted service date is the original date of employment minus the number of break in service days. The adjusted service date will also be used for determining vacation and longevity accrual rates. Employees rehired 91 or more days after separation of employment will not receive service credit for previous employment, unless a one-time exception, that cannot exceed a one year break in service, is awarded based on review and approval by Human Resources (factors considered include high turnover positions, KSA's of former employee or other special circumstances)



Refer to the Uniformed Services Employment and Re-employment Rights Act (USERRA) for reemployment rights if the break in service is related to active

Draft

Work Environment

Communications to Employees

All employees are assigned a County email address. County email is the official communication tool for employee communications. All employees are responsible for accessing and reviewing their County email on a regular basis.

Don't forget to check County email daily!

Breaks

Supervisors may schedule breaks to accommodate operating requirements. County offices are encouraged to stay open during the noon hour to better serve the public. Supervisors will inform employees of breaks, if any, and the break schedule. The Fair Labor Standards Act (FLSA) does not require employers to provide breaks or meal periods to employees.

- Breaks of less than 20 minutes will not require the employee to clock out and will be considered compensable time
- Breaks of more than 20 minutes (i.e. errands) will require non-exempt employees to clock out and not to perform any work during that time
- Lunch breaks will be for a period of not less than 30 minutes, during which the employee may not perform any work

Lactation breaks

For up to one year after a child's birth, any employee who is breastfeeding her child will be provided reasonable break times as needed with the same rules for breaks as listed above. Williamson County has designated certain rooms for this purpose. Employees who work off-site or in other locations will be accommodated with a private area as necessary.



Reporting Time Worked and Leave Time

Timesheets must be approved and signed off by the employee and department designee, on the day indicated on the payroll calendar by the time indicated by the Auditor Payroll Department. Employee timesheets must be balanced to their regularly scheduled hours for the work week.

- Nonexempt: Employees must report all hours worked and leave time taken in the timekeeping system.
- Exempt: Employees do not enter the hours worked, must record leave time such as sick, vacation, and FMLA in the timekeeping system. Holiday time is preloaded for all exempt employees. Payroll must be contacted to adjust holiday time if an exempt employee works on the holiday.

Time records are a governmental record and according to Texas Penal Code Section 37.10 you are tampering with a government record if you knowingly submit your time record inaccurately

Employee Leave Policies

Employees accrue vacation and sick leave on the last day of each pay period. The leave hours will be adjusted when employees have any unpaid leave, with the exception of workers compensation. The leave chart on the next page provides the policies related to the various leave types authorized by the County.

Draft

Leave Chart

Use of accrued leave must be approved by the Elected Official or Department Head

Type	Rate of Accrual	Max Pay Out	Policy
VACATION 160 hours accrual max	< 5 years= 3 Hours 5 minutes per pay period	80 hours	• Leave is accrued at the end of the pay period • Changes in work schedules, may result in adjustments to leave balances & accruals • Part-time employees earn 1.5 hours per pay period with the same max accrual as Full-time employees (Effective 10/1/16) • Proration may occur for full-time employees that work less than 30 hours per week • Contact Human Resources for more information
	5 to < 10 Years= 4 hours 37 minutes per pay period	120 hours	
	10 + years= 6 Hours 10 minutes per pay period	160 hours	
VACATION (EMS Paramedics on 24 hour Shifts) 168 hours accrual max	< 10 years= 5 Hours 32 minutes per pay period	144 hours (6 shifts)	
	10+ years = 6 Hours 27 minutes per pay period	168 hours (7 shifts)	
SICK LEAVE 480 hours accrual max	4 hours per pay period	N/A (Not paid at termination)	• May only be used for illness or medical appointment for employee or *qualifying* family member, as defined by FMLA • May not be used to care for a newborn child or the placement of a child with the employee for adoption or foster care without certification from the treating physician, of the child having a serious medical condition • May be required to provide documentation • Not a substitute for vacation • Part-time employees earn 1.5 hours per pay period with the same max accrual as full-time employee (Effective 10/1/16)
SICK LEAVE (EMS Paramedics on 24 hour Shifts) 672 hours accrual max	6 hours per pay period	N/A (Not paid at termination)	
FLOATING HOLIDAY*	2 (8 hours) days per fiscal year (Effective October 1, 2017)	N/A (Not paid at termination)	• Only available to full time employees • Must be used by the end of the fiscal year • EMS Paramedics on </= 12 hour shifts will receive 2 days/hours based on normal shift assignment
HOLIDAY*	• Part time employees receive 4 hours • Full-time employees 8 hours	N/A (Not paid at termination)	• Dates are established by Commissioners Court annually, subject to change • Employee must work or be on approved paid leave the day before and after the holiday • EMS Paramedics will receive up to 12 hours based on normal shift assignment
BEREAVEMENT LEAVE*	2 (8 hour) days per fiscal year (Effective October 1, 2017)	N/A (Not paid at termination)	• May be granted following the death of one of the following relatives: spouse, mother, father, child, sister, brother, grandparents, aunt, uncle, mother-in-law, father-in-law, sister-in-law, brother-in-law • Documentation may be required • EMS paramedics will receive 2 days/hours based on normal shift assignment
Non– Exempt PUBLIC SAFETY ADJUSTMENT	64 hours per fiscal year, does not roll over	N/A (Not paid at termination)	• Includes positions in Law Enforcement, Corrections and Emergency Services with some exceptions • Max of 4 hours per shift and must be used with 8 hours of holiday/floating holiday/bereavement to cover shift as scheduled

*Refer to Non-Exempt Public Safety Adjustment policy

Draft

Leave Chart

Use of accrued leave must be approved by the Elected Official or Department Head

Type	Rate of Accrual	Max Accrual	Policy
CIVIL LEAVE	Includes jury duty, voting, work related court summons, USERRA (Uniformed Services Employment & Re-employment Rights Act)	N/A	• Employee must show jury duty summons to their supervisor and must return to work if time permits. County employees will be paid if they are required to miss their regularly scheduled work shift, in addition to the jury pay from the court • Time off to vote may be approved due to unusual circumstances, please see Texas State Regulations • Leave may be approved when an employee is summoned to testify for a case that is work related only • The first 15 days (per fiscal year) of Military Leave (USERRA) will be paid without the requirement of leave usage by the employee. Beyond the first 15 days the employee may choose to use vacation leave or be placed on leave without pay • Contact HR for further information related to USERRA leave and benefit continuation
BAD WEATHER	As determined by order of the County Judge	N/A	• Employee must be at work or scheduled and ready for work on the day of office closure • Employees on approved leave of any type are not eligible • If office closure continues beyond 5 consecutive days, employees must use vacation pay, compensatory time, personal holiday or unpaid leave unless otherwise determined by Commissioners Court
ESSENTIAL PERSONNEL LEAVE	As determined by order of the County Judge	N/A	• Leave is granted when exempt employees must work during office closure that has been declared by the County Judge • EP leave must be used before the end of the current fiscal year

Draft



Leave Chart

Use of accrued leave must be approved by the Elected Official or Department Head

Type	Rate of Accrual	Max Accrual	Policy
BANKED HOLIDAY LEAVE	Determined by number of hours worked on the holiday	200 hours	• Will not be paid upon termination if earned after 10/1/14
COMPENSATORY LEAVE	Refer to Overtime Policies for accrual	240 hours	• Must be used before vacation time
WORKERS COMPENSATION LEAVE	Used by employees that must miss work due to an on the job injury	N/A	• Any on the job injury must be reported immediately, failure to report within 30 days of the injury may result in a denial of benefits including leave (Texas labor code Sec.409.001) • HR will coordinate leave and medical care with the Worker's Compensation carrier • Contact HR for more information

Wilco PTO leave time is applied in the following order:
1) Compensatory time 2) Vacation leave

Note: All leave accruals are based on time actually worked by the employee, leave accrues at the end of the pay period and will be adjusted or removed if the employee has any unpaid leave, other than workers compensation, in the pay week.

A list of County Holidays can be found on wilco.org



For more information on FMLA visit: http://www.dol.gov/whd/fmla

Draft

Family Medical Leave Chart

As required by law, Williamson County will permit eligible employees to take family or medical leave ("FMLA leave"), in accordance with the terms of this policy

Eligibility	• Worked for the County for at least 12 months • Worked a minimum of 1250 hours in the last 12 months
Entitlement	**Qualifying Reasons/Policy**
Basic FMLA	
• 12 weeks, unpaid leave, per rolling year; if criteria is met including relationship rules	• FMLA is unpaid time off to care for a newborn child or the placement of a child with the employee for adoption or foster care. Employees are not eligible to utilize sick leave or sick leave pool, without certification of the child having a serious medical condition • To care for spouse, child, or parent of the employee who has a serious health condition • Employee's own serious health condition • Employees requesting leave to care for an immediate family member with a serious health condition, may be required to submit proof of the familial relationship, such as a birth certificate or marriage license. • Eligible employees with accrued leave will have the leave applied in the following order when the leave is related to a serious medical condition: sick, PTO, essential pay, banked holiday, floating holiday • Eligible employees with accrued leave will have the leave applied in the following order when the leave is <u>not</u> related to a serious medical condition: PTO, essential pay, banked holiday, floating holiday • Holiday leave will not bank, it will be utilized in the week earned
Military Family Leave– Qualifying Exigency Leave	
• Any period of absence due to or necessitated by USERRA-covered military service must be counted in determining an employee's eligibility for FMLA leave. • Employees may be entitled to take their Basic FMLA Leave for a "Qualifying Exigency" if the employee's spouse, son, or daughter, or parent is a member of the National Guard, Reserves, or a regular component of the Armed forces, and on covered active duty or called to covered active duty.	Qualifying exigency is unpaid time off and may include: • Short-notice deployment when the military member is notified seven or less calendar days prior to deployment. This is limited to 7 days of leave • Attending certain military events related to the call to duty • To attend to childcare and school activities necessary to arrange for alternative childcare necessitated by the call to duty • To attend to certain financial and legal arrangements as a result of the military member's absence while on duty; • In some instances, to attend counseling arising from the covered active duty or ca\1 to covered active duty status of a military member; • To spend up to 15 days of leave with a military member on a short leave for rest and recuperation • To attend post-deployment activities during the 90 days after the termination of the military member's covered active duty status or to address issues related to the death of a military member while on covered active duty • To care for a military member's parent who is incapable of self-care when the care is necessitated by the military member's covered active duty, such as to arrange for alternative care for a military member's parent, to provide care on an immediate need basis or to attend meetings with staff at a military member's parent's care facility • Other activities arising out of the military member's covered active duty or call to covered active duty as agreed upon by the Company and the employee. • Eligible employees with accrued leave will have the leave applied in the following order: PTO, essential pay, banked holiday, floating holiday

Draft

Family Medical Leave Chart

As required by law, Williamson County will permit eligible employees to take family or medical leave ("FMLA leave"), in accordance with the terms of this policy

Entitlement	Policy
Military Family Leave– Service Member Caregiver Leave	
• Under certain circumstances, employees who meet the eligibility requirements for FMLA leave to take up to 26 weeks of leave in a single 12-month period to care for their ill or injured spouse, child, parent or next of kin (closest blood relative), who is a covered service member. • If a husband and wife both work for the Company and each wishes to take leave to care for a covered injured or ill service member, the husband and wife may only take a combined total of 26 weeks of leave. • The 26 weeks of leave includes any Basic FMLA leave taken. However, if the leave qualifies both for Basic FMLA leave and for Service member Caregiver Leave, then the leave will first be designated as Service member Caregiver leave. • The single 12-month period begins on the first day the eligible team member takes FMLA leave to care for a covered service member and ends 12 months after that date. If an eligible team member does not take all of his or her 26 weeks of leave entitlement to care for a covered service member during this "single 12-month period," the remaining part of his or her 26 work-weeks of leave entitlement to care for the covered service member is forfeited. The 26 week leave entitlement is to be applied on a per-covered-service member, per-injury basis.	The term "covered service member" for purposes of Service member Caregiver Leave means: • A member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness • A veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the first date on which the veteran takes FMLA leave to care for the covered veteran. The term "serious injury or illness": • In the case of a member of the Armed Forces (including a member of the National Guard or Reserves), means an injury or illness that was incurred by the member in line of duty on covered active duty in the Armed Forces (or existed before the beginning of the member's covered active duty and was aggravated by service in line of duty on covered active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating • In the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period when the person was a covered service member, means a qualifying (as defined by the Secretary of Labor) injury or illness that was incurred by the member in line of duty on a covered active duty in the Armed Forces (or existed before the beginning of the member's covered active duty and was aggravated by service in line of duty on covered active duty in the Armed Forces) and that manifested itself before or after the member became a veteran. • Certification for the serious injury or illness of the covered service member may be required, the employee must respond to such request within 15 days or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

Please contact Human Resources for additional information below:

- *Since the laws and regulations governing military leave and military family leave are frequently being changed, if you have any military related leave request, please check with Human Resources to determine eligibility under the then current applicable rules*

- Restoration of Employment
- Employee Benefits
- Group Health Benefits
- Relationship to PTO
- Notification
- Certification of Health
- Status Reports
- Intermittent Leave
- Failure to Return from FMLA Leave

Draft

Administrative Leave

Type	Department	Policy
Administrative Leave (with pay)	Non-Elected & Elected Offices	• May not be used during or to extend FMLA • Paid Admin Leave lasting more than ten days will require approval of the County Judge for non-elected offices only • If the County Judge denies a request to grant admin leave with pay in excess of ten days, the non-elected office may appeal such denial to Commissioners Court • The employee will be paid base wages, this will not count as hours worked for overtime purposes • Medical benefits will continue at active employee rates • The employee must contact his/her supervisor weekly, and remain available to return to duty with 12 hours' notice • If the employee returns to work, he/she shall receive full credit for any suspended accruals/longevity/supplemental pay, unless determined otherwise • Any paid leave time other than sick leave, that has been accumulated will be applied retroactively to the time spent on paid admin leave, upon returning to duty • Leave will be applied as follows: compensatory time, vacation, banked holiday
Administrative Leave (without pay)	Non-Elected & Elected Offices	• Temporarily suspends employees job duties • Exempt employees may only be placed on admin leave without pay for serious infractions of workplace conduct policies • Full days/full week periods are administered for Exempt employees on admin leave with out pay (partial days will not be granted) • Employees may not substitute accrued paid leave during unpaid admin leave • Employee must coordinate payment of medical and dental benefits with the HR Department • Employees may be required to periodically contact their supervisor
Administrative Leave (with or with out pay)	Elected Offices County Auditor's Office Juvenile Services	• Must provide the Senior Director of HR with a written notice that sets forth: the name of the employee being placed on admin leave, whether admin leave is with pay or without pay, and the estimated duration of the leave • If the employee is reinstated or terminated the Elected Official/Appointed Official must provide the Sr. Director of HR with the time and date of the employee's reinstatement/termination
Administrative Leave (with or with out pay)	Non-Elected Offices	• Department heads and appointed positions who are direct reports to Commissioners Court may place an employee on Admin Leave with pay with HR consultation • Subject to the oversight of Commissioners Court • HR will provide proper notices/estimated time duration to the employee that is placed on paid admin leave
Reinstatement	Non-Elected & Elected Offices	• The County does not guarantee the reinstatement of an employee on admin leave, unless reinstatement is required by some other protected leave
Other Information	Non-Elected & Elected Offices	• Paid leave will not be accrued while employee is on any admin leave for one or more full pay periods • Longevity or supplemental pay shall not be paid while employee is on any admin leave for one or more pay periods • Supplemental pay is defined in the budget order

Elected Officials are strongly encouraged to comply with all administrative leave policies that are applicable to employees in non-elected offices. As a part of the Commissioners Court budgetary responsibilities and fiduciary oversight of public funds, the Commissioners Court will consider the amount of time that an Elected Official has granted in administrative leave during the prior fiscal year. Elected Officials will continue to maintain the right to terminate employees under their sphere of authority or provide harsher penalties, within applicable legal rules, than those that are set out and encouraged herein. Elected Officials are strongly encouraged to consult with the Sr. Director of the Williamson County Human Resources Department prior to placing employees on administrative leave and prior to making reinstatement and termination of employment decisions.

To view the full policy visit: policy center

Draft

Sick Leave Pool

Membership	Policy
BENEFIT SUMMARY	• Per Texas Local Government Code Sec.157.075: A participating enrolled employee is eligible to use time contributed to the county sick leave pool if: because of a catastrophic injury or illness and the employee has exhausted all the accrued paid leave and compensatory time to which the employee is otherwise entitled • Provides sick leave to an eligible employee once the employee has exhausted all accrued/ banked paid leave • The maximum amount of Sick Leave Pool (SLP) time that may be granted per benefit year will not exceed 1/3 of the total amount in the SLP, or 240 hours, whichever is less, at the time of the request for SLP
ENROLLMENT	• One year of full-time employment must be completed as of first day of open enrollment • A minimum of 8 Hours and no more than 40 hours must be contributed • Must enroll each year during benefits open enrollment
QUALIFICATION	• An employee with an illness or injury that makes them unable to perform their job while on approved FMLA for their own serious medical condition • SLP time will not be granted to an employee when they are receiving workers' compensation income benefits under the Texas Workers Compensation Act • SLP time will not be granted beyond the end date of approved FMLA leave (12 week max) • There is no guarantee that an employee will receive or be eligible to be reimbursed for any time that they contribute • Employees cannot receive time from the SLP if they are placed on temporary suspension, administrative leave, authorized non-medical leave without pay or are otherwise terminated
PROCEDURE	• Employees must apply for permission to receive SLP benefits (Contact the Human Resources Department for more information) • Upon receipt of the completed SLP benefit request, Human Resources will review the request, along with the FMLA documentation
UTILIZATION	• The number of hours granted through the SLP will be based on the FMLA documentation • SLP time may only be used for approved workdays and for holidays • SLP benefit end when the employee returns to work, exhausts the SLP benefit, upon separation, suspension or administrative leave
CONTRIBUTIONS	• Employee contributions of sick leave hours are irrevocable • Sick leave hours that are contributed become the property of the SLP and cannot be returned •Time contributed to the SLP cannot be designated to a particular employee • If, at any time, the SLP balance falls below two times the number of members, each member will be required to contribute eight additional hours to maintain membership • An employee separating from employment may contribute up to 80 hours of sick leave to the SLP • All unused time that was granted to an employee from the SLP shall be returned to the pool
DISCLAIMER	• The County may discontinue and/or terminate the SLP program without cause, legal repercussions, or ramifications with 120 day written notice to all participating employees • If any provision of this SLP is determined to be invalid or unenforceable, it is the intention of the County that the provision will be reformed to the best extent possible in its sole discretion • The guidelines, terms, and conditions of this SLP program may be amended at any time. The Commissioners Court must approve any recommended amendment

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Work Environment

Benefits

Williamson County offers an excellent comprehensive benefits package to all full time employees. Benefits are administered by the Benefits Administration team which is a division of the Human Resources Department. Benefit plans are reviewed annually by the Benefits Committee which has the responsibility to make final recommendations to the Commissioners Court for approval. Additional benefit information is provided in the chart below:

Benefits

- Full time employees are eligible for medical, vision, dental, group term life, voluntary term life, FSA and voluntary supplemental/benefits coverage on the first of the month, following the completion of 60 days of employment.
- Current employees can make changes to benefits only during open enrollment or due to a qualified life event.

Type	Policy	Premium Payment
Medical **Vision, Dental**	• Full-time employees must enroll during initial open enrollment period and/or subsequent open	• Employees are responsible for the employee portion of all benefit premiums. If an employee is on leave without pay, for any reason, premiums must be paid prior to the month of coverage. Failure to pay premiums will result in termination of benefits.
Voluntary Term Life	• Full time employees may purchase additional voluntary life insurance for themselves and their dependents during initial enrollment or during open enrollment.	
Short Term/Long Term Disability (STD/LTD)	• Full time employees may select STD/LTD during open enrollment. If STD/LTD are not selected during the initial open enrollment, or if there is a gap in coverage, an application will need to be submitted prior to coverage enrollment.	• Upon retirement, the retiree benefit premiums must be paid prior to the month of coverage. • If contributions are unpaid, benefits may be terminated back to the last date of the pay period in which premiums are paid.

Flex Spending Account (FSA)
Health & Dependent Care
	• Full time employees may elect FSA during initial benefit enrollment or subsequent open enrollments.
	• Maximums may apply.
		• If an employee is on leave without pay, for any reason, the employee is responsible for the elected benefit deduction to be paid within the same elected tax plan year of the elected benefit.
		• Contributions may be paid by the employee:
		  • After tax payment during leave without pay
		  • Pre-tax payroll deduction upon return
		• If contributions are unpaid, benefits may be terminated back to the last date of the pay period in which premiums are paid.

Group Term Life	• Full time employees receive group life insurance for themselves and covered spouse/children at no cost.	• Premiums paid by employer regardless of active employee status.
Voluntary Supplemental/ Benefits	• Full time employees may purchase these additional offerings during initial open enrollment or during a subsequent open enrollment.	• If an employee is on a leave without pay, premiums must be paid directly to vendors to avoid cancellation. • Once the employee returns to work, premiums will be deducted from paycheck as previously scheduled.
EAP	• EAP services are provided at no cost to all full time employees.	• n/a
Retirement	• Williamson County has a very generous retirement plan which all full-time and part-time employees are required to contribute to every pay period.	• n/a

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Expenditure Guidelines

Type	Policy
Continuing Education & Training	• If the County requires an employee to attend a training/certification program directly related to their job description, the County may pay for the full or partial cost of the program including any training materials, exam or licensing fees • If the County pays for any portion of the class/training program and other fees, the employee must complete the requirements of the program including passing any exams required or the employee may be required to reimburse the County • Recertification of any required job related certifications may be paid for by the County and are limited to two times for each renewal period • The employee will be responsible for paying any further recertification costs if unsuccessful on the first two attempts and the employee will not be reimbursed • Employees must have written approval from the Department Head/Elected Official for all second attempts for recertification • The funds for these items must be available in the departments training budget
Tuition Reimbursement	• The County may pay for tuition, related to obtaining a degree directly relevant to County business, as defined by the office or department involved, and pre-approved by the County Auditor for full time employees • The training class/work must provide the skills and/or knowledge that is directly related to the job description • A copy of the job description and the course/certification description must be submitted with the approval request • The funds for these items must be available in the appropriate department's training budget • If approved, the County will reimburse only the actual number of credits per each course up to a total of 6 credit hours per fiscal year • After completing the course(s)/testing and achieving a passing grade, per course requirements, employees may apply for reimbursement of 100% tuition or testing fees not to exceed that which would be payable at a state supported college or university
Off-Site Staff Development	• Off-site staff development is a period away from normal activities for study and instruction under a professional trainer or a subject matter expert • Off-site staff development is limited to once per fiscal year, per department/division • The total cost for off-site staff development should not exceed the normal and/or customary cost for individual employee training expenses and meal reimbursements should not exceed the daily per-diem rate (per employee) • A list of attendees must be submitted for documentation as required by IRS Publication #463 (a sign up sheet is required)
Seminars & Conferences	• All training should be obtained at the closest possible location • If an employee is registered to attend a training opportunity and is subsequently not able to attend, a County substitute should attend in their place or request a refund • Only job related training will be processed for payment • An employee can request payment directly to the seminar/conference by submitting a check request form to the Accounts Payable department with proper backup documentation, may take up to 20 days for processing • Employees will not be reimbursed for registration fees until after the conference/training has taken place • A receipt is required for all fees related to the conference/training

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Expenditure Guidelines

Type	Policy
Airfare	• Employees are responsible for excess cost and additional travel expenses resulting from taking an indirect route, an early departure, or a delayed return trip for personal preference or convenience (supporting documentation showing the fee comparison is required). • Airfare must be paid directly to the airline or Accent Travel, (i.e. no other travel agencies such as Expedia). • Airfare purchased on a personal credit card will be reimbursed after the trip has been completed. • Air travel delays which require an overnight stay may be reimbursed with documentation supporting the delay if the airline has refused to provide complimentary lodging. • The County will not issue reimbursements for tickets purchased with frequent flyer miles. • A maximum of 2 bags will be reimbursed, excessive bag fee charges are not refundable. • For out of state travel, the County will reimburse personal auto mileage not to exceed what would have been the applicable airfare (Southwest Wanna Get Away) plus estimated ancillary charges such as airport parking, rental car, etc.
Car Rental	• Travelers may rent a car at their destination when it is less expensive than other transportation modes such as taxis, airport shuttles or public transportation. • Cars rented should be economy or mid-sized (luxury vehicle rentals will not be reimbursed). • Renting cars for travel within the County is prohibited unless otherwise approved by the Auditor's Office. • An employee may rent a car to travel to the business destination outside the County, only if the total cost of the rental is less than the mileage reimbursement cost, documentation showing the cost comparison between the rental cost and mileage may be required. • The rental car must be returned with a full tank of gas unless it has been pre-paid. Please use the less expensive option. • Rental cars must be rented from a nationally recognized company. (i.e. Hertz, Enterprise, etc.) • The rental agreement and the charge card receipt (if applicable) must be turned in with the expense request. • Insurance purchased when renting a vehicle may also be reimbursed. • The County has a government account with Enterprise, which includes insurance. Contact the Auditor's Office for the account number. It is strictly for business purposes. • A motor vehicle rental tax exemption certificate should be completed and turned in at the time of the rental for all vehicle rentals inside Texas (form located on the Auditor's Portal).
Personal Car Usage	• Any county official or employee who is authorized to use their personal vehicle to travel on official County business may be entitled to receive a reimbursement equal to the standard mileage rate allowed by the IRS. • For changes in work site, mileage is only reimbursed between County offices, it is not reimbursed when initially reporting to an alternate work location, or returning home from the alternate work location. • Mileage will be reimbursed based on the most common route, including toll roads (if a detour, note the detour and the additional mileage due to the detour). • For out of state travel, the County will reimburse personal auto mileage not to exceed what would have been the applicable airfare (Southwest Wanna Get Away) plus estimated ancillary charges such as airport parking, rental car, etc. • Reimbursement for mileage is prohibited between place of residence and usual place of work. • Mileage should be calculated from an employees regular place of work or residence, whichever is the shorter distance when traveling to a meeting, conference, or seminar. • When more than one employee travels in the same vehicle, only the driver may claim mileage reimbursement. • To be reimbursed for the use of a personal vehicle, travelers must provide the following information on their expense report, per IRS guidelines: date, location traveled to and from, purpose of travel and number of miles traveled. • Tolls and parking fees, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of the expense must be submitted for reimbursement. • Airport parking fees are limited to $15 per day (ABIA economy lots B-G are least expensive). • It is the responsibility of the employee to keep track of mileage. • Employees assigned to a County vehicle are not eligible for mileage reimbursement. • Operating and maintenance expenses, as well as other personal expenses (such as parking tickets, traffic violations, car repairs and collision damage) are not reimbursable.

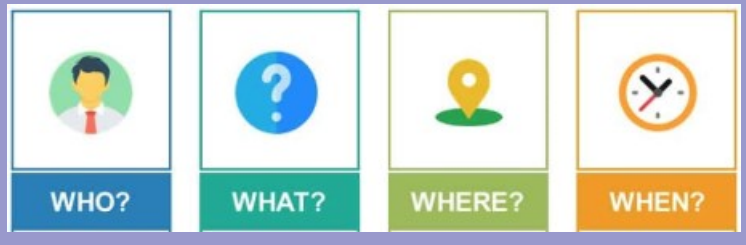
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Expenditure Guidelines

Type	Policy
Lodging	• Lodging expenses are reimbursed only if travel is beyond a 45 mile radius from the Williamson County Court-house, 710 Main Street, Georgetown, Texas 78626 • Government rate or least expensive rate should be requested at all times • Hotel accommodations require an itemized hotel folio as a receipt • When lodging is shared by two or more employees, the names of the authorized travelers should be noted on the receipt • Personal telephone charges, whether local or long distance, are not reimbursable • Single room rate charge plus any applicable tax is reimbursable, no exceptions

Meals	• The reimbursement for meal costs in travel of less than one day will be reimbursed on the employee's paycheck and will be processed as taxable income
	• Meals are reimbursable only for County business trips that are outside the County with the exception of; Commissioners Court meetings that extend beyond 1:00 p.m. and off-site staff development opportunities that are held within the County
	• Meal reimbursements are limited to a maximum of $50.00 per day
	  •$20.00 for meals when traveling outside the County for day trips
	  •$20.00 for meals on day of return for overnight travel (unless returning after 8pm)
	  •$50.00 for meals when traveling outside the County with an overnight stay or work hours extend beyond 8:00pm (documentation may be required)
	  •If an overnight stay is required, out of County, but the stay does not exceed a 45-mile radius from the Historic Courthouse, an employee may claim an amount up to the $50.00 overnight allowance for meals, lodging will not be reimbursed
	  •$50.00 for meals when traveling outside the County for day trips and the work hours extend beyond 8:00pm (documentation may be required)
	• Any meals related to business travel cannot be charged to the p-card except in certain cases, approved in advance by the Auditor
	• All meals not associated with an overnight stay are taxable
	• Meal receipts are not required for per-diem
	• Alcoholic beverages are not reimbursed
	• If employment duties require traveling to alternate work locations within the County, meals are not reimbursable
	• Meals purchased for entertainment/business purposes are not allowed
	• Meal reimbursements are paid for County employees only







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Expenditure Guidelines

Type	Policy
General Travel Information	• An advance will not be issued for travel expenditures. • All travel expenses must be supported with an itemized receipt. • Purchases for airfare, hotels, car rentals, and expense reimbursements, all require back-up documentation indicating the business purpose of the expense. Acceptable documentation must contain the dates, location and purpose of the trip, which could include the following: training/meeting agenda, certificate of completion, conference registration, etc. • Reimbursement for transportation costs will be at the most reasonable means of transport, such as purchasing Southwest Airlines tickets at the Wanna Get Away rate. • Additional expenses associated with the extended travel (such as a Saturday night stay) may be reimbursed when the cost of airfare would be less than the cost of additional expenses (lodging, meals). Documentation is required to justify the expense. • The use of travel websites such as Expedia, Priceline, Travelocity, etc., are prohibited as these expenses and taxes are not itemized, and generally do not have cancellation policies. Rental cars may be an exception if an itemized receipt is available. Accent Travel is available for booking airfare, and there is an account setup for the County. • Cancellation fees or unused travel expenses, are not reimbursable unless due to a business related expense, or a personal emergency as approved by the County Auditor. Documentation for the change must be submitted for consideration. These include fees related to changing or canceling a flight, cancelation fees related to lodging, or unused travel arrangements. • Personal purchases using a p-card are not allowed. If a charge is made on a p-card for a personal purchase (by mistake), employees must include a check made payable to Williamson County, with the p-card statement. • Expense reimbursements & p-card statements both require their own backup documentation (who, what, when, where) as applicable.
Expense Reimbursement	• With the exception of per diem and mileage, all requests for reimbursement require itemized receipts. • Each expense reimbursement must have the employee signature and department head approval. • All expense reimbursements must be received in the Auditor's Office within 60 days of the incurrence of the expense. Any items over the 60 days will be denied reimbursement; unless specifically approved by the County Judge. • Tax for meals, airline tickets, hotel stays and parking are normally the only taxes that will be reimbursed for purchases. The sales tax exemption form is available on the Auditor's Portal. • Employees are responsible for repayment of inappropriately reimbursed expenses whenever an audit or subsequent review of the travel expense reimbursement documentation finds an employee submitted reimbursement contrary to these guidelines. • Expenses incurred due to an employee or an elected official serving on a board or committee of an association related to County employment will only be reimbursed to the extent that the association does not reimburse. Documentation of the request for reimbursement, will need to be provided from the association along with the association's denial of the request. • The Auditor's Office may request additional documentation for any or all reimbursements. • Reimbursements for business travel require documentation showing the purpose of the trip, the location, the dates, and the person attending. (who, what when, where) • Hotel folios should be included as backup when possible.

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Non-Reimbursable Expenses

Type	Examples
Personal Purchases	• Damage to personal items (clothing, vehicles/auto repairs, etc.) • Personal phone calls • Laundry services or personal clothing • Personal doctor bills, prescriptions, and other medical services • Entertainment, movie rentals Saunas, massages, or exercise facilities • Baby-sitter fees, personal kennel costs, pet or house sitting fees • Expenses incurred by a spouse or other individual accompany you on a business trip
Meals Food Drink	• Coffee, tea, and other related items used by employees while in the office • Alcoholic beverages/tobacco products • Drinking water services • Refreshments for office parties, retirements, etc. (Excludes Employee Fund Allowable Events)
Travel	• Short term or valet parking at the airport (other than short term parking related to prison transports). • Parking Should not exceed $15 per day. Economy B-G lots are long term parking lots at ABIA, and are approved for County Employee Parking • Non-Airport Parking: Valet service is not an option unless safety is a concern • Mileage to/from County functions, not related to official County business (ex: retirement party) • Transportation to places of entertainment or similar personal activities • Excessive weight baggage fees or cost associated with more than two airline bags • Up-grades to airfare, hotel or car rental
Miscellaneous	• Expenses related to County Government Week or holiday decorations • Flowers/Plants • Greeting, thank you, or holiday cards • Fines and or penalties • Credit card delinquency or service fees • Lifetime memberships to any association • Donations to other entities • Any items or fees that could be construed as campaigning, i.e., Chamber of Commerce dues or other civic organization dues, fees for parade entry, items with elected officials name (other than letterhead) • Sale tax on goods purchased • Community outreach items exceeding $2 per item

Per section 52 of the Texas State Constitution, all items using County Funds must serve a direct benefit to the County. Any non-reimbursable expense or charge on the County Procurement Card, must be reimbursed to the County as soon as possible.

Draft

Expenditure Guidelines

Type	Policy
Uniforms	• The relevant elected official will issue uniforms for law enforcement and corrections personnel, subject to policies. Uniforms for all County personnel are subject to the following County–wide policy*: 1. Employees will not be issued a uniform, unless the department head has determined that the wearing of a uniform is a reasonable job requirement 2. All uniforms will be distinctive and not adaptable for personal use. Items that can be easily converted to everyday use, such as jeans and most footwear are taxable to both the employee and the employer. The employee will be taxed for these types of purchases on their paycheck. 3. The uniform must be worn at all times while on duty, required by management as a condition of employment. The uniform may also be worn while traveling directly to or from a location where the uniform is required or while on an authorized meal or other break. The uniform may not be worn at any other time 4. All uniforms and other County property must be promptly returned if County employment ends 5. Employees will not be issued a uniform without written acknowledgment of this policy 6. Current budgeted funds cannot be expended for uniforms except in compliance with this policy 7. Footwear including the type/brand for all departments must be approved during the budget process *The Commissioners Court must approve uniform funding for any official, employee, or reserve deputy
Other Expenses	• A department may purchase small appliances (i.e.; microwaves, refrigerators) for the convenience of their employees • Only paid receipts will be reimbursed • For additional details on ineligible expense items refer to the County Budget Order • If a receipt is unattainable or is lost, a written statement must be submitted for the expense • Reasonable tips are allowed for alternate means of transportation, such as taxis, shuttles, and Uber rides. ~~• Civic dues are not allowed. (i.e.: Chamber of Commerce dues)~~
Employee Recognition expenses	• Employee recognition expenses should be nominal in nature and will only be reimbursed up to the amount designated in the Budget Order • Employees can be taxed for these items. • In order to avoid an item being taxable, recognition items must clearly identify the purpose. The following purchases will be allowable for Employee Recognition: · Plaques, Awards or Certificates of recognition for service · Plaques, Awards or Certificates of recognition for retirement · Plaques, Awards or Certificates of recognition for exemplary job performance • Employee requirements: • $40 for employees with up to 15 years of service • $80 for employees with more than 15 years of service • No reimbursement of sales tax will be allowed • Refer any questions to the Auditor's Office for clarification of purchases in this area prior to incurring expenses • The purchase of gift cards, refreshments, except as indicated in the Budget Order (cakes, drinks, etc.), or meals is not allowable as they are taxable items

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Compensation Policies

Compensation Philosophy

The objective of the County compensation system is to demonstrate the honor and value we place on working in public service. Accordingly, the County's total compensation policy is to be competitive within the relevant, comparable labor markets by:

- Basing our minimum salaries on the market median
- Recognizing outstanding performance and organizational contributions through the use of the merit pay policy
- Maintaining the public trust in the County's financial stewardship
- Ensuring accountability for compliance with all Federal, State and local laws, as well as County policies

Salary Study

It is the intention of the Commissioners Court that a comprehensive salary study be conducted for every position classification at least once every five fiscal years. Some positions may be reviewed more often based on factors including high turnover, recruitment difficulty or market demand.

Participant	Role and Responsibility	Policy/Process
Commissioners Court	• The Commissioners Court shall set the amount of compensation, office and travel expenses, and all other allowances for County and precinct offices and employees who are paid wholly from the County funds	• Sec. 152.011, Texas Local Government Code
Human Resources	• Maintains all official job descriptions • Works closely with departments/offices to clearly understand structure & how each position fits within the organization • Identifies positions to be reviewed during the current salary study • Gathers & analyzes market data • Provides recommendations to the Commissioners Court	• The position classifications that have been identified for the study will be presented to Commissioners Court • Kick-off & other meetings as necessary will occur between HR & participating departments/offices throughout the salary study • Job descriptions & job analysis tools will be reviewed and/or updated prior to data collection • Requests will be sent to the identified market entities (see Market below) • Data received will be analyzed & compiled • Pre-recommendation meetings will occur between HR & department/offices • Recommendations will be presented to Commissioners Court • Post-recommendation hearings will be scheduled for departments/offices that wish to address Commissioners Court • All changes will be effective in the new fiscal year following Commissioners Court approval
Departments/Offices	• Each department/office will select a designated point of contact • Works closely with HR to ensure that the organization structure and positions are fully understood	• Attends meetings throughout the process • Completes job analysis tools as needed
Market (based on population, entity structure and/or geographic location)	• Provides substantiated market data for the identified positions	Counties used for the study will be: Bell, Brazoria, Hays, Montgomery, Fort Bend, Denton, Collin & Travis Cities used for the study will be: Cedar Park, Georgetown & Round Rock *This list may be amended as needed based on unique attributes of some position classifications

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Salary Study Findings

Human Resources is responsible for conducting the salary study and making recommendations to Commissioners Court based on the findings. Recommendations require Commissioners Court approval for implementation.

Recommendation	Policy/Process
Title Change	• Titles may be recommended for change when it is determined that a new title would better reflect the required job duties, responsibilities and/or market standards • Some job titles are unique and therefore can only exist in the departments/offices that manage the services of those position types (example: the position title "Corrections Officer" can only exist within the Sheriff's Office)
Pay Grade Increase	• Pay grade increases may be recommended when the salary study data indicates that the current minimum salary is below market median • Employee's moving up in pay grade will be adjusted to the minimum of the new grade, if current salary is a lesser amount
Pay Grade Decrease	• Pay grade decreases may be recommended when the salary study data indicates that the current minimum salary is above market median • An employee with a current salary that is above the new pay grade maximum will not receive a reduction in pay, however, merit eligible positions will be limited to a lump sum merit
FLSA Exemption Status	• Fair Labor Standards Act (FLSA) exemption status will be updated when it is determined that the position is currently misclassified, as required by law • The update will occur at the beginning of the next pay period following the determination for any position that must be changed from exempt to non-exempt and as determined most appropriate for a change from non-exempt to exempt • Compensatory time will be paid at the time of the update, for positions changing status from non-exempt to exempt

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Compensation

Pay Frequency and Work Week

- Payday is every other Friday, or the last business day prior to any holiday that falls on a Friday.
- A pay period consists of two weeks' pay ending on the Thursday of the previous week before pay day
- The official work week for County departments is 12:00 a.m. Friday to 11:59 p.m. Thursday unless otherwise notified
- The official work week for the 911 Emergency Communications Department is 6:00am Friday to 5:59am the following Friday
- The payroll calendar is located on the Auditor's Portal

Payroll Corrections

Underpayment: Any underpayment in compensation for 16 hours of regular pay (excludes OT or supplemental pay) or less will be processed on the following pay cycle.

Overpayment: No employee is entitled to retain any pay in excess of the amount he or she has earned according to the agreed-upon rate of pay. If an employee has been paid in excess of what he or she has earned, the employee will need to return the overpayment to the County as soon as possible. Any overpayment will be regarded as an advance of future wages and absent repayment, will be offset in whole or in part from the next available paycheck(s) until the overpaid amount has been fully repaid. Each employee will be expected to sign a wage authorization agreement to acknowledge the amount and provide for the offset.

Deductions: Every effort is made to apply deductions accurately. If you have any questions about insurance/benefits deductions, contact the HR Benefits Department. If you have questions about any other deductions from your pay, please contact the Auditor Payroll Department immediately.

Discrepancies: If your pay does not accurately reflect all hours worked, you should report your concerns to Human Resources. Every report will be fully investigated and corrective action will be taken. In addition, the County will not allow any form of retaliation against individuals who report alleged violations of this policy.

Pay Schedules (pay charts)

Williamson County has multiple pay schedules that cover all classified positions. These pay schedules are approved by the Commissioners Court. For more information on current pay schedules refer to the internal Human Resources website.

Job Specific Policies

Court Administrator (District and CCL Courts)

When a Court Administrator vacancy occurs in the District or County Court at Law Courts, the position can only be filled as a Court Administrator I (one) unless the selected applicant is a current Court Administrator/Coordinator for

Title	Required District Court/CCL Experience	Pay Grade
Court Admin I CCL/District	1 year or no expr Wilco	B.22
Court Admin II CCL/District	3 years Court Admin expr Wilco	B.24
Specialty Program Coordinator	3 years experience	B.24
Court Admin III CCL/District	5 years Court Admin expr Wilco	B.26
Court Admin IV CCL/District	7 Years Court Admin expr Wilco	B.28

Don't forget to check pay slips online at any County Computer!





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Compensation

Court Reporters

Employment Status

Court Reporters are non-exempt employees of the County that perform primary duties for the Court and also may have secondary independent contractor jobs preparing transcripts. In this second statutory role, who ordered the transcript and when the transcript is prepared dictates whether the Court Reporter is paid wages for time worked, or paid by the page for producing the transcripts.

Work Hours

When Court Reporters are working for the Court, recording and reading back court proceedings, attending court hearings, or preparing transcripts for the Court at work or on special assignment by the Court, these are hours worked that must be recorded. An example of "on assignment by the Court" includes instances where the Court Reporter is required to perform duties at the direction of the Court in another location, or when the Court instructs the Court Reporter to work away from the Court House to complete a transcript for the Court.

Court Reporters are required to accurately record actual time worked for the Court, including time when they are required to be at the Court or at any other designated place to perform work. Any hours worked beyond forty hours in the work week shall be compensated with compensatory leave, pursuant to the County's policy. Vacation leave, sick leave, compensatory leave or holiday leave must be used for any scheduled work time missed during the pay period.

Transcripts Prepared For or Paid By the Court/State/or Local Government

Transcripts (1) prepared for the Court, any judge, another court, County Attorney, District Attorney, Attorney General, State, State Agency, Public Defender, or any other public entity or person, or (2) paid for by the County for a public entity or private attorney, are subject to the following rules:

- Transcripts Prepared During Working Hours
  Transcripts prepared for the public entities and persons listed above as a part of the Court Reporter's daily or assigned duties during work hours shall be paid their salary wages for all hours worked, but no additional pay per page of transcripts prepared at work.

- Transcripts Prepared Outside of Hours Worked
  Transcripts prepared for the public entities and persons listed above, by the Court Reporter on his or her own time and outside of any other work for the Court (i.e. attending, recording and reading back court proceedings), shall be paid the maximum established per page rate for transcripts established by the Court, or State, as may be applicable, for such transcripts prepared by the Court Reporter. Time spent preparing transcripts for these parties outside of work, on the Court Reporter's own time, is not considered time worked and no salary wages or overtime will be paid in relation to this time.

- Private Paid Transcripts
  Private paid transcripts are ordered by third parties such as attorneys, media, etc. Preparation of transcripts, including any portion thereof, for private paid clients cannot be conducted during the normal work hours or utilizing County equipment, office space or supplies. This is an independent contractor relationship between the Court Reporter and the third party client, and the production of the transcript must be performed outside of hours the Court Reporter performs work for the Court. The fees and collection of payment for these transcripts shall be freely negotiated between the Court Reporter and the third party client, and are not set by the judge who presided over the proceedings.

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Compensation

Salary and Position Changes

The chart below indicates the policies related to pay increases and decreases due to position changes, vacancies and/or merit. All changes are contingent on budgeted fund availability. Any funds remaining in a department merit line items will roll over each budget year unless otherwise determined by the Court. Any request outside of these policies will require the approval of Commissioners Court.

Salary/Position Changes

Type	Description/ Policy	Pay +	Pay -	Approval Process	Additional Information
Merit	• Merit funding can only be used for performance pay increases • Merit is awarded based on job performance which is evaluated by the applicable department head or elected official. Therefore, an employee must receive a performance evaluation in order to be eligible for a merit increase • An employee is eligible for merit after 90 days in their current position	Max of 7% per employee, per budget year* authorized as a merit percentage amount or a lump sump (if a merit eligible employee has reached the max of their grade)	N/A	• Oracle workflow required • Each processing period will have a cut off date. Employee must have completed 90 days of employ-ment by that date • A line item transfer form must be submitted in addition to the workflow • Merit can only be transferred out of the merit line item • Merit is not transferrable between positions	• District Court Reporters, Elected Officials, Director of Juvenile Services, County Auditor, Positions on the LE and C Charts are not eligible for merit increases • Merit for small departments with 4 or less merit eligible employees that do not roll up to a department with an 8000 account, will be granted merit at 1% higher than the amount approved by the Commissioners Court not to exceed 5% (i.e. if the Court approves merit at 3%, the small departments will receive 4%) • Verification of evaluation required
Position Salary Surplus	• Cannot be used for merit increases • Cannot be requested to be moved between positions after February 15th	Refer to filling a vacancy, promotion and or reclassification policies.	N/A	• Refer to filling a vacancy, promotion and reclassification policies.	• Contact HR for additional requirements
Filling a Vacancy	• When a current employee separates from employment or position • Applies to B Chart only	A vacant position may be filled with a salary up to 15% above the mini-mum of the pay grade, effective 10/1/2018. See promotion for current employees (no additional pay increases in the first 12 months with the exception of merit)	N/A	• Oracle workflow required	The maximum salary for a position cannot ex-ceed the budgeted annual salary even if the full amount may not be used during the budget year due to the position being vacant for part of the year. (i.e. budgeted salary = $30,000, position vacant 6 months = $15,000 not used, when filled the maximum salary cannot exceed $30,000 even though $15,000 is unused).
Retention	• An increase in pay that is awarded to an employee, as an incentive to retain them in their current position, when the employee has received a bona-fide job offer from an-other department or employer or there is a high risk that the employee will be recruited or seek employment for a similar position with another employer/department with a higher salary.	Maximum of 10% above the current salary*	N/A	• Approval by Commissioners Court, public hearing required • Change will be effective on the first pay period after Court approval • Oracle workflow required • Verification required	• Contact HR for additional requirements

*15% maximum annual (budget year) increase per employee (includes retention, merit, re-organization and reclassification)

Multiple pay changes cannot be processed on the same day

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Compensation

Salary/Position Changes

Type	Description/Policy	Pay +	Pay -	Approval Process	Additional Information
Promotion	• When a current employee is hired into a different position with a higher pay grade • No additional pay increases in the first 12 months with the exception of merit	Max 15%above minimum of the pay grade, effective 10/1/2018,or 10% above current salary whichever is greater. [Cannot exceed maximum of pay grade or budgeted amount for position]	N/A	Oracle workflow required	Promotions and Merit cannot be processed during the same pay period
Demotion	• When a current employee is hired into a position with a lower pay grade or is demoted to a lower pay grade	N/A	Maximum decrease to the minimum of the new pay grade	Oracle workflow required	• Written justification required • Salary may remain the same if within the new pay grade
Shift Transfer	• Current employee is transferred to a different shift with a higher pay grade • Viewed as lateral move	Cannot exceed max of pay grade or budgeted amount on the position	N/A	Oracle workflow required	
Reclassification	A change in one or more positions which impacts the organization chart of the department or elected office as a result of one of the following: 1. **Significant change in the job description that includes the addition or deletion of significant duties and responsibilities** 2. **A reclassification cannot result in a position change that is not consistent with the original intent of the position with the exception of changes that are due to turnover in a key position (elected/appointed official, department head or director). These changes will be reviewed by the Budget Office and Human Resources. Recommended changes will be placed on the Commissioners Court agenda for approval** A position can only be reviewed for reclassification during the annual budget, or between October 1st and February 15th. *May require a public hearing	Minimum of the pay grade or up to 10% above current salary as determined appropriate during the approval process	Maximum decrease to the minimum of the new pay grade	• Submission of reclassification request through the budget software or HR sharepoint, as determined by the type of request with back up documentation	Support documentation required: • Current job description(s), current ORG chart, proposed job description, proposed ORG chart and justification for review (i.e. turnover, added duties, etc.)
Career Ladder Advancement	• A department with an approved career ladder may advance employees according to the parameters established in the career ladder documentation. Must be approved during the annual budget process or during Oct 1 through Feb. 15th timeline..	Based on the steps in the chart or career ladder approved by Commissioners Court. No additional funding is allocated for career ladders.	Based on the steps (when appropriate)	• Submission of request through budget software or during the Oct 1– Feb 15th timeline, with back up documentation. ~~including whether additional budget is required~~	• Documentation of each position that will advance ~~during the next budget year~~ along with the approved career ladder plan

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Compensation

Longevity Pay (excludes Commissioned Officers)

Longevity pay is based on an individual employee's length of service with Williamson County. Service time with other entities is not recognized.

· Full-time employees will accrue the following per pay period:

$24.00 per pay period after five years of employment
$48.00 per pay period after ten years of employment
$72.00 per pay period after fifteen years of employment
$96.00 per pay period after twenty years of employment
$120.00 per pay period after twenty-five years of employment

- Longevity pay begins with the pay period following the completion of five years of employment and increases each five years to a maximum of 25 years (Subject to proration)
- Longevity is paid as a lump sum each December for the previous year, calculated starting from the first pay period in December, with the exception of employees previously authorized to receive payments bi-weekly

Part-time employees will no longer be eligible for longevity effective November 18, 2016.

Statutory Longevity Pay – Commissioned Officers

Commissioned officers in the Sheriff's Office are eligible to accrue statutory longevity pay (Texas Code – 152.074), at the rate of $5 per month for each year of service (up to a maximum of 25 years) after the first year anniversary of their certification as a peace officer.

Longevity for Commissioned Officers is paid bi-weekly.

Tenure Pay Scale Compensation Policies

Positions will be included on the Tenure Pay Scale as determined appropriate by the Human Resources Department and the Elected/Appointed Official. Approval by Commissioners Court is required. All policies below are contingent on available budget. Years of service are based on continuous service (with no break of more than 90 days as a regular employee in an approved tenure pay scale position in the Sheriff's office, the offices of the County Attorney or District Attorney, or in any Constable's office. Employees transferring between these departments may receive credit for their current step based on available budget and the approval of the hiring department and/or Commissioners.

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Compensation

Tenure Salary/Position Changes

Type	Policy	Pay + Pay -	Approval Process	Additional Documentation
Annual Step/Tenure Progression	Employees in tenure positions move from one step to the next on the first day of the first full pay period in October of each year, subject to funding by the Commissioners Court Employees with less than six (6) months of service as of the first full pay period in October, will advance to the next step on the first full pay period following the approval of Commissioners Court Step/tenure progression ends at the top step of each position rank	See Tenured Pay Chart	Oracle workflow required	May be required
Promotion (with exception of Corrections to Law Enforcement)	When an employee is promoted to a higher ranking position, the tenured grade is based on years of service	See Tenured Pay Chart	Oracle workflow required	May be required
Promotion (Corrections to Law Enforcement)	Will begin at the first step of the tenured grade and remain at that step for a period of one calendar year. Will be placed at the pay increment corresponding to their time of continuous service (with no break of more than 90 days) in both corrections and law enforcement as a peace officer	See Tenured Pay Chart	Oracle workflow required	May be required
Demotion	When a current employee demoted to a lower ranking position, the tenured grade is based on years of service	See Tenured Pay Chart	Oracle workflow required	May be required

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Tenure Salary/ Position Changes

Type	Policy	Pay+ Pay -	Approval Process	Additional Documents
Certification Pay	Certification pay will be paid to non-elected commissioned peace officers and eligible corrections officer (County Jail) who hold a full-time active duty position in a law enforcement or corrections capacity with the County. Payment for an entire fiscal year beginning on October 1st will be based on the level of certification held as of September 15th of the preceding fiscal year. For new hires, certification pay will be paid based on certification level at the date of hire. This pay must be added into the regular rate of pay when calculating overtime. Certification pay does not transfer with an individual employee who leaves a corrections officer position to accept a law enforcement position nor does it transfer with an individual employee who leaves a law enforcement position to accept a corrections officer position except when the corrections officer position is that of a Bailiff.	• Law enforcement officers--$60 per month for Advanced Certification; $90 per month for Masters Certification. This pay must be added into the regular rate of pay when calculating overtime • Corrections officers--$60 per month for Advanced • Certification; $90 per month for Masters Certification. This pay must be added into the regular rate of pay when calculating overtime • Certification pay may move with the employee to accommodate promotions/ position changes within the department.	Oracle workflow required	Must submit a TCOLE document to the Human Resources Department. Funding must be available.
Filling a Vacancy	All personnel newly hired from outside Williamson County for positions subject to tenure chart at the first pay increment for the position for which they are hired, unless they qualify for a prior service credit	Credits for Prior Service may apply- See Prior Service Credit	Oracle workflow required	Must submit a TCOLE document to the Human Resources Department. Funding must be available.
Prior Service Credit	Qualified law enforcement applicants and current officers can receive prior service credit	• Maximum amount is current funding on vacant position • Prior service credit is only granted at original date of hire or when an existing employee receives a promotion.	TCOLE service verification must be submitted	TCOLE Service Verification required
Transfer from Law Enforcement To Corrections	Law enforcement officers who transfer from the law enforcement division to the corrections division will be placed at the pay increment corresponding to their time of continuous of tenured service (with no break of more than 90 days in both corrections and law enforcement with Williamson County, if the proper Corrections certification is obtained.)			

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Employee Responsibilities

Personal Conduct

Type	Policy	
Tobacco Free Workplace	Williamson County is a tobacco free workplace. The use of tobacco and non-tobacco products such as vapor, e-cigarettes and the use of chewing tobacco or like products is prohibited on all Williamson County premises. Employees who violate this policy are subject to appropriate disciplinary action up to an including termination of employment.	
Drug and Alcohol Testing Policy	Williamson County is committed to a safe workplace. In compliance with Federal and State laws pre-employment, random and post-accident (or near accident) drug and/or alcohol testing may be required for potential or current employees in positions that are mandated by law. Additionally, drug and/or alcohol testing may be required for positions identified as safety sensitive or for reasonable suspicion. Reasonable suspicion includes the report of observation of drug/alcohol use or the suspicion of such, determined by the employee's supervisor. The supervisor must then consult with the Human Resources Department.	
	Refusal	Refusal to submit to a drug test may result in immediate termination of employment
	Positive Results	
	Employees with a positive test result may be subject to immediate termination, if determined appropriate based on factors related to the matter (i.e. safety concerns, job performance, etc.)	
	Pre-Employment	An applicant with a confirmed positive drug/alcohol test will not be hired and cannot be considered for employment for a period of one year after the confirmed positive result.
	Random	First Offense - An employee with a confirmed random positive drug/alcohol test will be required to attend drug/alcohol counseling/treatment at their own expense and provide documentation of completion. Failure to attend and complete counseling/ treatment will result in immediate termination of employment. Once documentation is provided a determination of continued employment will be made by the Department and Human Resources. Subsequent Offenses – Any employee with a confirmed random positive drug/alcohol test will be subject to random testing on a frequent basis if re-instated after initial completion of treatment. Further positive test results will result in immediate termination. Post-Accident/Near Accident- Any employee with a confirmed post-accident drug/ alcohol test will be terminated immediately.
	Reasonable Suspicion	First Offense - An employee with a confirmed reasonable suspicion positive drug/ alcohol test will be required to attend drug/alcohol counseling/treatment at their own expense and provide documentation of completion. Failure to attend and complete counseling/treatment will result in immediate termination of employment. Once documentation in provided a determination of continued employment will be made by the Department and Human Resources. Subsequent Offenses – Any employee with a confirmed reasonable suspicion positive drug/alcohol test will be subject to random testing on a frequent basis if re-instated after initial completion of treatment. Further positive test results will result in immediate termination. If an employee feels that they may have a drug or alcohol problem, they may contact Human Resources or the Employee Assistance Program for information on available resources.

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Employee Responsibilities

Personal Conduct

Type	Policy
Sexual Harassment	Sexual harassment is prohibited and is an unlawful employment practice in violation of Title VII of the Civil Rights Act of 1964. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when: *Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment *Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or such conduct has the purpose or effect of unreasonably interfering with an individual's performance or creating an intimidating, hostile, or offensive work environment *Off duty actions may constitute sexual harassment Examples of sexual harassment: • Unwelcome sexual advances, propositions, sexual comments or suggestive or lewd remarks • Physical assaults or other physical conduct of a sexual nature, including unwanted hugs or touches • Sexual displays or publications anywhere in the workplace, including derogatory or pornographic posters, pictures or drawings Other prohibited harassment: • Any unwelcome verbal or physical conduct that belittles, shows hostility, or ridicules an individual because of race, color, gender, religion, national origin, disability, age or sexual orientation when such conduct is so severe or pervasive that it unreasonably interferes with an individual's work performance and creates an intimidating, hostile or offensive work environment *Each official, department head, supervisor, and employee has the responsibility to maintain a work environment free of such harassment and to report or file a complaint as soon as possible. Officials and employees involved in a sexual harassment situation are required to cooperate in any investigation that occurs* Employees who believe they have been sexually harassed should report their complaint immediately. Verbally inform one of these individuals: o Their Supervisor o The next level of management above their Supervisor o The Human Resources Department Reporting: All complaints received by any elected official, department head, or supervisor must be immediately reported to Human Resources. Violations may result in disciplinary action up to and including termination of employment. All complaints will be investigated. Disciplinary Measures Where an investigation reveals that allegations of unwelcome harassment are true, appropriate remedial action, including discipline, will be taken. All disciplinary measures will be implemented promptly and shall be commensurate with the person's conduct. The remedies vary depending on the entire facts and circumstances found by the investigation.
Arrest/Criminal Conviction	Employees are required to report arrests, convictions and changes in the status of any criminal proceedings immediately to their supervisor and department head or elected official. Failure to notify the appropriate authority may result in immediate termination.

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Social Media

While Williamson County encourages employees to enjoy and make good use of your off-duty time, certain activities may become a problem if they affect their work. An employee's online presence can reflect on Williamson County. The lines between public and private, personal and professional information are blurred in this context. Be aware that comments, posts, or actions captured via digital or film images can affect the image of Williamson County. If an employee is posting to personal networking sites and speaking about job- related content or about the County, the employee should identify him/herself and use a disclaimer to make it clear that the views are not reflective of the views of County. Subject to the restrictions below, generally, employees may use personal social media any way they choose. With these goals in mind, employees must follow these rules in their use of social media, both on and off duty:

- Employees are prohibited from publishing any personal information about themselves, another employee of Williamson County, applicants, or an associate of Williamson County in any public medium (print, broadcast, digital, or online) in any format (written, video or image) that:
    - Has the potential or effect of involving themselves, co-workers, or Williamson County in any kind of dispute or conflict with other employees or third parties.
    - Interferes with the work of any employee.
    - May create a harassing, demeaning, or hostile working environment for any employee.
    - Disrupts the smooth and orderly flow of work within the office, or the delivery of services to Williamson County's taxpayers or customers.
    - Harms the reputation of Williamson County among its taxpayers or in the community at large.
    - States falsities or is defamatory of others and the County.
    - Reveals information that should be treated as confidential (by law) and/or information regarding the personal or private conduct, health information, and affairs of that person and interaction with other people that is unrelated to the person's job performance or official duties for Williamson County is personal information.

- Workplace personal conduct standards, including but not limited to equal opportunity, anti-harassment and anti-discrimination, apply at all times. This prohibits posts containing obscene or sexually explicit language, images, acts and statements. Other forms of postings that ridicule, malign, disparage or otherwise express bias against any race, religion, disability, ethnic origin, sexual orientation or any other protected class of individuals are also prohibited.
- Employees may not use County equipment or facilities for non-work-related activities or business including social media. Personal social media activities should not be conducted while working or on the clock.
- Conducting oneself in such a way that his/her actions and relationships with others could become the object of gossip in the office, or causing unfavorable publicity for Williamson County in the community, is prohibited.
- If an employee creates a personal blog, they must provide a clear disclaimer that the views expressed in the blog are theirs alone, and do not represent the views of Williamson County. All information published on any blog(s) or other posting(s) should comply with Williamson County confidentiality and disclosure policies. This also applies to comments posted on other social networking sites, blogs and forums
- The Commissioners' Court strongly recommends all County Department's/ Offices abide by the Social Media Policy above.
- <u>Any violations of this policy are subject to disciplinary action, up to and including termination.</u>

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Employee Responsibilities

Personal Conduct

Type	Policy
Political Activity	Employees are encouraged to vote and to exercise other responsibilities of citizenship consistent with state and federal law and these policies. Employees are not required to contribute to any political fund or render any political service to any person or party. Employees will not be dismissed, suspended, demoted, or otherwise prejudiced for refusing to do so. Employees may not: • Use official authority or influence to interfere with, or affect the result of an election or nomination for office • Directly or indirectly coerce, attempt to coerce, command, or advise a local or state officer (or employee) to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for a political purpose County employees, except elected officials, may not participate in political activities while on County duty. Employees are expected to remove County uniforms and identification, including rank and/or title, before participating in a political activity. In addition, no County-owned property, vehicle, building, and/or office may be used for displaying campaign materials or for conducting any partisan political activity. This section does not apply to the use of the Courthouse, Courthouse grounds or County buildings when used for the purpose of political announcements approved by Commissioners Court.
Solicitation	Persons not employed by Williamson County may not solicit or distribute literature in the workplace at any time for any purpose. Williamson County recognizes that employees may have interests in events and organizations outside the workplace; however, may not solicit or distribute literature concerning these activities during working time. (Working time does not include lunch breaks, or any other periods in which employees are not on duty.) In addition, the posting of written solicitations is limited to County bulletin boards. An employee should check with the department head or elected official for approval. Solicitations using electronic systems, including County email, are prohibited and subject to the Electronic Systems Use Policy located in the Policy Center
Retaliation	If an employee reports a violation of the law to an appropriate law enforcement authority, they cannot be suspended, terminated, or otherwise discriminated against by the County or an Elected Official. This policy prohibits retaliation against public employees who report official wrongdoing including sexual harassment.
Attendance	Employees are expected to be at work, on time and to complete their scheduled shifts. Employees that miss three consecutive shifts without notification will be separated from employment and considered to have resigned without notice
Gifts/Gratuities	The Texas Penal Code Section 1.07(a)(41) and Texas Penal Code 36 includes specific definitions, details regarding gifts, gratuities and bribery for public servants. A Public servant means a person elected, selected, appointed, employed, or otherwise designated as one of the following: (even if they have not yet qualified for office or assumed duties) • An officer, employee, or agent of government • A juror or grand juror • An arbitrator, referee, or other person who is authorized by law or private written agreement to hear or determine a cause or controversy • An attorney at law or notary public when participating in the performance of a government function • A candidate for nomination or election to public office • A person who is performing a governmental function under a claim of right, although they are not legally qualified to do so It is the responsibility of the employee, officer or agent of the government to read and understand all aspects of the Texas Penal Code Section 1.07 and Texas Penal Code 36 that relate to gifts, bribery and acceptance of honorarium
Outside Employment	Outside employment is acceptable, as long as it is outside the hours they are scheduled to work for the County. Also as long as such employment does not violate state laws concerning abuse of office or employment, interfere with normal duties, and does not constitute a breach of ethics or conflict of interest.

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Employee Responsibilities

Discipline

Discipline may include both corrective action and more conclusive measures, including termination. The appropriate level of discipline will be determined based on the facts of the disciplinary violations. Below are some examples of violations of workplace conduct:

- Insubordination
- Conduct unbecoming of a County employee
- Abuse of sick leave
- Conviction of a crime
- Violence in the work place
- Poor attendance
- Theft
- Poor job performance
- Harassment
- Discrimination
- Retaliation

This list is not all inclusive

Grievance Policy and Procedure

Summary

For employees in offices of Elected Officials, the grievance process defined by the Elected Official should be followed. Elected Officials are the final appeal level for their respective departments.

This guidance does not alter the employment-at-will relationship in any way. Final decisions on grievances will not be precedent setting or binding on future grievances, unless they are officially stated as County policy. When appropriate, the decisions will be retroactive to the date of the employee's original grievance.

Procedures for Employees in Non-Elected Office Departments

Employees may file a grievance at any time and cannot be retaliated against for the filing of the grievance. Employees are encouraged to discuss any issues with their supervisors/managers prior to filing a grievance

For procedures to follow in the event of a grievance by an elected official, see:

- Chapter 152, Sec. 152.014 Local Government Code

Informal Grievances

An informal grievance is presented verbally. The first step in the informal grievance procedure:

- Attempt to resolve the grievance by an informal conference with the Supervisor
- However, if the official or department head is the wrongdoer in instances of harassment, retaliation, or potential whistle blower activity the employee should immediately contact the Human Resource department
- If the informal conference does not result in a satisfactory resolution of the problem, the formal grievance steps should be followed

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Employee Responsibilities

Grievance Policy and Procedure

Formal Grievances

The steps for a formal grievance are as follows:

1) Must be in writing, signed and presented to the supervisor of the employee submitting the grievance, within ten business days after the alleged issue occurred. A statement of the specific corrective action that requested must be included in the written grievance.
    - In the event that it would be inappropriate to address the grievance with said supervisor, such as when the supervisor is the wrongdoer, the employee should go to the department head or elected official
    - If the department head or elected official is the wrongdoer in instances of harassment, retaliation, or potential whistle blower activity, the employee should contact Human Resources
2) After being presented with a written and signed grievance, the supervisor will:
    - Meet with the employees involved and other people necessary to gather the facts
    - Immediately notify the Department Head and the Human Resource Department
    - Attempt to resolve the grievance with the employee
    - Communicate the decision in writing within ten business days after the receipt of the grievance
    - Send a copy of the proposed resolution to the elected official/department head and the Human Resources Department
3) If the employee filing the grievance does not receive a written resolution from the supervisor within ten business days, from the date the grievance was filed or is not satisfied with the proposed resolution, then:
    - They must file a written appeal, within ten business days, with the department head along with a copy to the Human Resource Department.
4) The Department Head will review the facts and the file, and may investigate the charges personally or through a designee.
    - The person(s) conducting the investigation may meet with the parties involved.
    - The Department Head/ Elected official will respond in writing to the employee within ten business days of the date the appeal was received.
5) If the Department Head is appointed by the Commissioners Court, Juvenile Probation Board, or District Judges, and the employee who submitted the grievance does not receive a written resolution from the Department Head within ten business days of the date the grievance was appealed, (or if unsatisfied with the appointed Department Heads proposed resolution)
    - A written appeal must be filed within ten business days, with the appropriate appointing authority (i.e., Commissioners Court, Juvenile Probation Board, or District Judges) through the Human Resource Department.
6) The appropriate appointing authority will then review the facts and the file and conduct an investigation, if deemed appropriate, before deciding. The appropriate appointing authority's decision is final. Longer intervals to facilitate investigation or fact-finding on behalf of the County may be appropriate depending upon the grievance and may increase the 10 day response time, accordingly.

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For additional policy information contact the Human Resources Department or visit the policy center

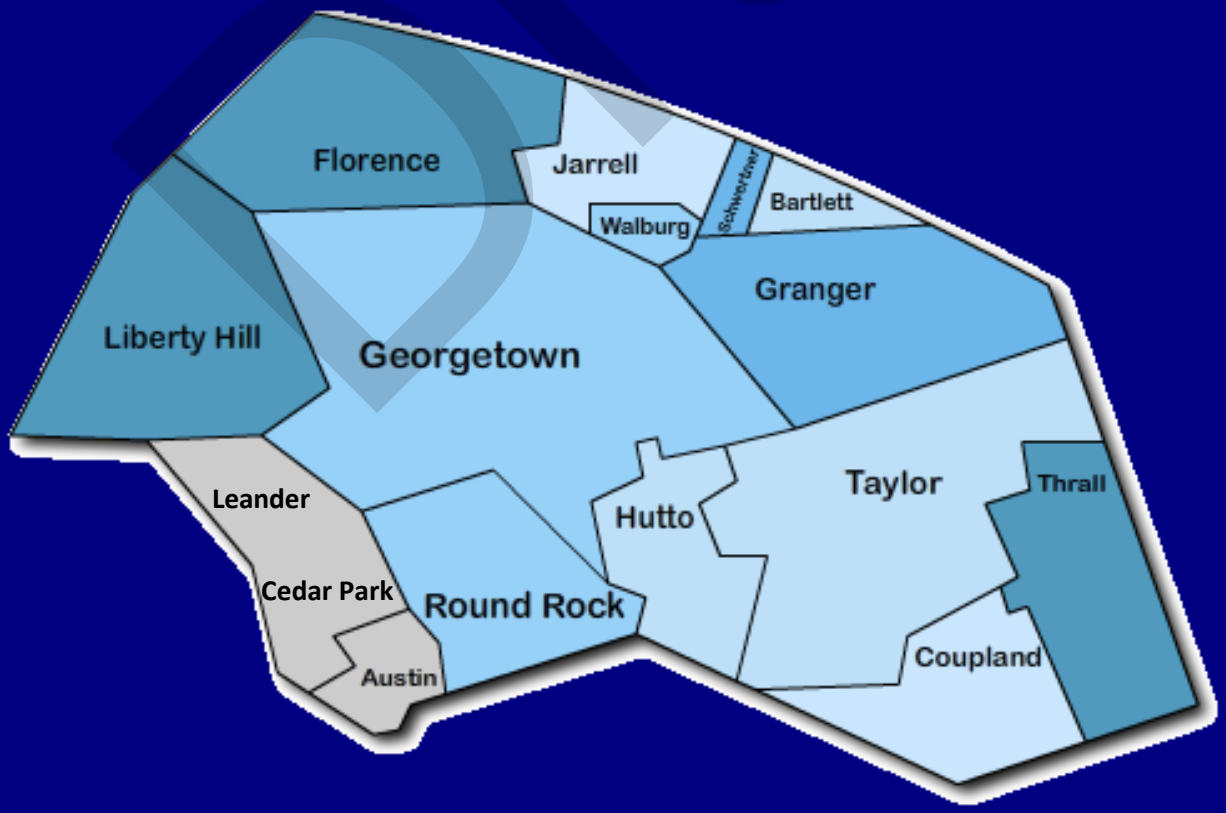
100 Wilco Way Suite HR101

Georgetown, TX 78626

512-943-1533

HUMAN RESOURCES

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Commissioners Court - Regular Session **34.**

Meeting Date: 03/03/2020

Fiscal Year 2019-2020 Budget Order

Submitted By: Nathan Zinsmeyer, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on any necessary amendments relating to the FY19/20 Budget Order.

Background

The FY 19/20 Budget Order is being placed on the agenda to review the changes made to remove certain parts of the Accounts Payable and Purchasing sections. Guidance on why these items were removed, is included in the supplemental attachments.

There are also changes to the Supplement Pay section. These updates are to document existing supplement pay that were budgeted for, but not previously included in the Budget Order.

In addition, there is a requested change for a minor update to the Employee Fund section.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Tracked Changes - ProposedBudgetOrder - 3.3.20

Changes Not Tracked - FY2019-20 ProposedBudgetOrder - 3.3.20

GUIDE FOR AP Section Changes

GUIDE FOR Purchasing Section Changes

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/27/2020 10:19 AM

Form Started By: Nathan Zinsmeyer Started On: 02/27/2020 09:23 AM

Final Approval Date: 02/27/2020

STATE OF TEXAS
COUNTY OF WILLIAMSON
AN ORDER ADOPTING THE 2019/2020 COUNTY BUDGET

WHEREAS, the Williamson County Commissioners Court is authorized and required to adopt an annual budget for all Williamson County officials and their departments after due consideration;

WHEREAS, the Williamson County Commissioners Court did invite and encourage public participation from county officers, precinct officers, department heads, and the general public, as to the various needs of the citizens of Williamson County for the fiscal year 2019/2020;

WHEREAS, the Williamson County Commissioners Court, after a full discussion of the needs, did make changes in the proposed budget filed by the County Judge in accordance with law; NOW

THEREFORE, BE IT ORDERED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT that the proposed budget filed by the County Budget Officer and amended by the Commissioners Court be adopted with the following provisions:

POLICIES RELATED TO COMPENSATION AND BENEFITS

I. SALARIES

1. Salaries for County and Precinct Officials are set as follows:

a)	Judge of the County Court	126,182.00 per year
b)	Judge of the County Court at Law #1	156,999.96 per year
c)	Judge of the County Court at Law #2	156,999.96 per year
d)	Judge of the County Court at Law #3	184,999.96 per year
e)	Judge of the County Court at Law #4	184,999.96 per year
f)	County Attorney	161,709.96 per year
g)	County Sheriff	127,475.75 per year
h)	County Clerk	104,521.54 per year
i)	County Tax Assessor/Collector	108,691.18 per year
j)	District Clerk	104,521.54 per year
k)	County Treasurer	100,563.99 per year
l)	Each County Commissioner	102,747.63 per year
m)	Each Justice of the Peace	91,468.43 per year
n)	Each Constable	86,522.43 per year

2. The number of employee positions established and authorized for each official and/or department, the maximum allowable salary for each position, and the job titles are reflected in the annual approved county budget filed with the County Clerk.

II. HOLIDAYS

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

Veterans Day	Monday	November 11, 2019
Thanksgiving Holiday	Thursday Friday	November 28, 2019 November 29, 2019
Christmas Holiday	Tuesday Wednesday	December 24, 2019 December 25, 2019
New Year's Holiday	Wednesday	January 1, 2020
Martin Luther King Day	Monday	January 20, 2020
President's Day	Monday	February 17, 2020
Good Friday	Friday	April 10, 2020
Memorial Day	Monday	May 25, 2020
Independence Holiday	Friday	July 3, 2020
Labor Day	Monday	September 7, 2020

See Addendum: The Williamson County Employee Policy Manual (September 11, 2018). Contains the policies for employee usage of paid holiday time as well as other policies affecting payroll related matters.

III. SUPPLEMENTAL PAY

Williamson County recognizes the following supplemental pay additives. The departments/offices are responsible for ensuring that the employees selected meet all of the requirements established by their offices.

1. Field Training Officer Pay (FTO) –Designated positions listed below will be paid $150 per month.

Sheriff's Office – Maximum of 18 positions
Corrections – Maximum of 12 positions
Emergency Medical Services – Maximum of 20 positions
Mobile Outreach Team – Maximum of 2 positions

2. Crisis Intervention Team Supplemental Pay (CIT) - Designated positions will be paid $250 per month.

Sheriff's Office – Maximum of 10 positions

3. Training Specialist Supplemental Pay - Designated positions will be paid $100 per pay period.

Emergency Communications – Maximum of 16 positions

4. On – call Pay – Specific positions listed below are classified as eligible for on-call pay due to the demand for after hour services. All Corrections and Sheriff's Office positions are to be paid by the Sheriff Office's State and Local Forfeiture Fund and all District Attorney positions are to be paid by the District Attorney's Asset Forfeiture Funds.

District Attorney's Office – Maximum of 1 Asst. District Attorney, $300 per week
Facilities Maintenance – Maximum of 2 non – exempt positions, $100 per week
Technology Services – Maximum of 1 position, $200 per week

Sheriff's Office:
Detectives – Maximum of 2 positions, $200 per week
Sergeant Detective – Maximum of 1 position, $200 per week
Crime Scene/ Special Evidence Tech – Maximum of 1 position, $200 per week
SWAT – Maximum of 8 positions, $200 per week
Transportation Deputies (Corrections) – Maximum of 2 positions, $200 per week
Victim's Assistance – Maximum of 1 position, $200 per week

5. Board Certification by the Texas Board of Legal Specialization Supplemental Pay - This supplement is paid for the office listed below for ongoing maintenance of certifications by the Texas Board of Legal Specialization.

District Attorney – Maximum of 5 positions, $5,000 per employee to be paid equally over 26 pay periods out of the District Attorney Asset Forfeiture Fund

6. Board Supplements – Designated positions will be paid for serving on a specific board(s).

Juvenile Board – County Judge and District Judges (5), $400 per month.
Judicial Board – Maximum of 1 position in the Magistrate Office, $2500 per year, paid equally over 26 pay periods.

7. County Supplements – Williamson County portion of elected state positions.

District Attorney – 1 position, $18,000, paid equally over 26 pay periods. For Fiscal Year 20 only, an additional $14,000 will be paid from October 2019 to August 2020, divided equally per pay period (23).
District Judges – 5 positions, $13,200 per year, paid equally over 26 pay periods.

8. Court Admin Supplement – Paid to the Court Admin of the presiding District Judge, for additional duties. 1 position, $5,500 per year, paid equally over 26 pay periods.

9. Public Safety Technology Program Project Management Supplement - As the final, original agencies are converted to the Public Safety Technology systems this supplement -- which was previously reduced 50% -- will be eliminated altogether following the FY 2020 budget. For FY 2020 the supplement is $6,000, paid equally over 26 pay periods.

~~7. Night Shift Differential – Specific positions listed below within Facilities are eligible for shift differential pay due to the demand for after hour services at the Williamson County Jail.~~

~~**Facilities** – Maximum of 2 positions, $1 per hour~~

Commented [NZ1]: Removed in budget process and added to position

IV. CATASTROPHIC EVENT PAY

PURPOSE

Establish a policy for Williamson County setting forth the compensation of exempt and non-exempt employees for an activation of the Williamson County Emergency Operation Plan during a declared disaster, catastrophic event, or qualifying event. Nothing in this policy shall be construed as changing the "at will" status of any person employed by Williamson County.

BACKGROUND

Williamson County will compensate those essential employees who are required to work outside of their normal work schedule when assisting in the management of a local qualifying event, or when necessary to assist other agencies in managing events outside of the local jurisdiction. Examples of qualifying events include, but are not limited to, the following:

A. Certain catastrophic local events including, but not limited to: floods, hurricanes, tornados, and other Acts of God, nuclear, chemical and biological emergencies, terrorist attack(s), or any other emergency declared by a federal, state or local authority.

B. When assigned to support an event, internal or external, to the County's jurisdiction; For personnel assigned and deployed to select teams, including, but not limited to: Williamson County Emergency Operations Center and Local, Regional, State and Federal Deployments.

POLICY

1. **Non-exempt Compensation**

   Any non-exempt employee who is recalled to duty during a catastrophic event, who works in- excess of forty (40) hours in a work week, or 86-hours in the pay period for those on the law enforcement pay plan, will be paid overtime for additional hours worked. Note that the general rules of compensable time apply to work performed under the circumstances covered by this policy. Refer to the Williamson County Handbook or contact Human Resources if you have questions about what is considered compensable time.

2. **Exempt Compensation**

   At the Commissioners Court discretion, any salaried exempt employee who is required to work hours in-excess of their normal work schedule (eighty hours in a pay period) during a declared disaster, Catastrophic Event, or qualifying event as outlined in this procedure may be compensated during the declaration period at a determined hourly rate. Only pay periods with hours worked that equal or exceed 88 hours and at least 8 hours for the event, should be submitted for possible

compensation.

V. FINANCIAL POLICIES

1. **Fund Balance Policy:** Williamson County recognizes the financial importance of maintaining an appropriate level of Unassigned Fund Balance. A formalized Fund Balance Policy demonstrates to the taxpayer fiscal prudence and the ability to meet its obligations in a timely manner. Independent financial analysts rate the county's financial stability. The county's credit strength and strong management control reported by these analysts is, in part, a result of this Fund Balance Policy.

> Williamson County will maintain reservations of Fund Balance, in accordance with Governmental Accounting and Financial Standards Board Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions. This Policy shall only apply to the County's governmental funds. Fund Balance shall be composed of non-spendable, restricted, committed, assigned and unassigned amounts.

2. **General Fund:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation.

Williamson County will maintain an appropriate level of Unassigned Fund Balance in the General Fund to protect against a reduction of services due to temporary revenue shortfalls or unexpected one-time expenditures. It also helps to ensure stable tax rates. The level of Unassigned Fund Balance for the General Fund shall not be less than 35% of total General Fund budgeted expenditures.
The goal of each year's budget process will be to adopt a budget that maintains compliance with the General Fund Unassigned Fund Balance Policy. If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for the following, including, but not limited to:

- Tax rate stabilization.
- Only one-time, non-recurring expenditures, such as capital improvement needs.
- Address any shortfall in related funds, i.e. Road and Bridge Fund.
- Reduction of debt; to include capital leases.

If it is determined there is a deficit (an amount below the lower limit), the County must develop a plan to rebuild the Unassigned Fund Balance to 35%.

3. **Tobacco Fund:** The initial distribution of Williamson County's share of the settlement established the fund in 1999. Revenues to the fund consist of interest income and the annual distribution by the state of the state trust earnings. To ensure continuation of the fund, the Williamson County Commissioners Court has designated the portion of fund balance representing the amount of the original settlement ($2.5M). Designation means that this amount, or "principal" balance, cannot be expended. In addition to the original settlement amount, each year, 20% of the revenues from both interest income and the annual distribution from the state will be added to the designated fund balance in order to allow the fund to grow over time. Only 80% of revenues earned from interest and the earnings distributed annually by the state will be budgeted and expended. When determining the next year's budget, the amount available to expend will be calculated using actual revenue and interest revenue amounts from May 1st of the previous year to April 30th of the current year. Any unspent funds at the end of the fiscal year

will be available to budget in the next year. If Tobacco Fund expenditures are budgeted to offset expenditures in other funds, the actual program cost to the other Funds will be determined prior to transferring in any dollars from the Tobacco Fund. This available balance will be tracked annually by the County Auditor's office.

4. **Self-Insured Health Plan Fund Policy**: Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Benefits Fund to protect against an inability to pay for claims and administration associated with the self- insured health plan due to temporary revenue shortfalls. It also helps to ensure stable employer and employee contribution rates.

The Self-Funded Health Plan Fund currently has a "goal of reaching and maintaining 25% of expected claims". The goal of each year's budget process will be to endeavor to adopt a budget that maintains compliance with the Benefits Fund Unassigned Fund Balance Policy.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for contribution rate stabilization.

If it is determined there is a deficit (an amount below the lower limit), the County may develop a plan to rebuild the Unassigned Fund Balance to 25% of expected claims.

5. **Radio Communication Systems (RCS) Fund Policy:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Radio Communications Systems Fund to protect against unforeseen operating issues. These unforeseen issues can result from environmental or project related items. It also helps to ensure stable radio user fees for the user community.

The Radio Communication Systems Fund has a "goal of reaching and maintaining 30% of total Radio Communication Systems expenditure budget.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for:

- Only one-time, non-recurring expenditures, such as tower improvements
- Fee stabilization

If it is determined there is a deficit, the Radio Communication Systems Board will develop and recommend a plan to the County to rebuild the Unassigned Fund Balance to 30%.

Use and Distribution of Specific Special Revenue Funds and Accounts

6. **Child Safety Fund:** – This fund is used to deposit a $1.50 fee collected on each vehicle registration and court costs collected by justice, county, or district courts for violations that occur within a school-crossing zone of $25 per violation. This fund is used to provide a school crossing guard program and/or programs designed to enhance child safety, health, or nutrition. The Commissioners Court, by an order adopted in October 2010, has directed these funds to be distributed in the following manner: 10% of Total

Collections less an administrative fee shall be distributed to the Williamson County's Children's Advocacy Center. The remainder shall be distributed to the school districts on a pro rata basis based on attendance. These funds will be distributed annually after the close of the prior fiscal year.

7. **School Fund:** Williamson County maintains a working interest ownership in two natural gas producing properties located on what was formerly county-owned property. The mineral rights that have been retained are designated to be distributed to school districts within the county based on the number of students who reside in the county. This distribution will occur annually at the close of each fiscal year and will coincide with the distribution of the Child Safety Fund proceeds.

8. **Employee Fund**: The Employee fund is proceeds collected from Williamson County's vending machine contract. Use of these funds must be **pre-approved** by the County Judge.

These funds may be used for the following purposes:

a) To offset the cost of county employee events
b) Flowers for the death of a county employee only
c) An award or plaque upon retirement for employee recognition. All purchases must display (i.e. engraving) information regarding the purpose of the employee recognition. (Purchasing guidelines must be adhered to):
    i. The employee must be vested (8 years of service)
    ii. $40.00 allowed for employees with up to 15 years of service
    iii. $80.00 allowed for employees with over 15 years of service
d) Employee recognition events and programs
e) Maximum of $300.00 allowed towards a reception/light refreshments for the retirement or departure of an:
    i. Elected Official serving in his/her capacity for at least 1 term
    ii. Department Head who must be vested (8 years of service)
    iii. Employee with ~~25~~ 20 years of service or more

No reimbursement of sales tax will be allowed.
The amount allowed for use may never exceed the actual balance in the fund.

9. **WM-City of Hutto and Hutto ISD Fund**: The WM-City of Hutto and Hutto ISD Fund consists of proceeds paid by Waste Management annually. Per the agreement, these funds represent 2% of the Tip Fee and are to be expended for the benefit of the City of Hutto and Hutto ISD. The expenditures are at the County's sole option. The annual distribution will be allocated 50% to the City of Hutto and 50% to Hutto ISD. Each entity is required to request any disbursements from the fund.

10. **Williamson County Community Facility Fund:** This fund consists of fees collected through the Williamson County Landfill. Community organizations, groups, and individuals may submit a funding request to the Williamson County Commissioners Court for the construction, improvement, or remodel of community facilities located in Williamson County that serve a public purpose.

11. **Use of Flex Funding Account for Mental Health Mobile Outreach Team:** In order to mitigate the incidence of public mental health crisis and save the taxpayers from spending additional funds on costs that could otherwise be limited for *public* health-related services, the Williamson County Commissioners Court finds there is compelling need to establish and authorize the use of a mental health Flex Funding Account by the Mobile Outreach Team.

Therefore, pursuant to the Texas Local Government Code, § 111.068(b) (citing the "interest of the tax payers" in budget matters), the Texas Health and Safety Code, § 121.003(a) (authorizing commissioners court to "enforce any law that is reasonably necessary to protect the public health."), and the common law granting the County authority to regulate the public health and safety, the Williamson County Commissioners Court approves the Mental Health Mobile Outreach Team Flex Funding Account. Typical Flex Funding expenditures may include, but are not limited to transportation vouchers, payment for medical appointments, medication/pharmacy vouchers/payments, payment for therapy sessions (short to mid-term), food and motel vouchers, payment toward utility or other essential household bills. The Mobile Outreach Team has Policies and Procedures to ensure compliance with this policy. The fund is subject to further oversight, including, but not limited to, auditing by the Williamson County Auditor's Office.

12. **Financial – General Procedures**

a) Any mailings sent by a county department or official using county funds must be in furtherance of legitimate county business and must comply with all state ethics rules and other laws and regulations.

b) All county meetings should be held in county facilities whenever feasible and such facilities are available. If the county meeting space is not available, other publicly owned facilities, such as those owned by cities, utility districts, or school districts, should be utilized as the rental of these facilities is often at little or no cost.

c) Transfer of funds **out** of the following line items will not be allowed:

    i) Training
    ii) Gasoline
    iii) Cell Phones
    iv) RCS Radio Fees

d) Transfer of funds **into** any of the above line items may be allowed.
e) Transfer of funds out of, within, or to the following line items will not be allowed, with the exception of line item 1107/Temp-Seasonal:

    i) Salaries- This pertains to salary line items that are budgeted based on position control. This includes object codes 1100, 1101, and 1105. Line item transfers between 8000 accounts and salary lines for the purpose of merit money allocation/re-allocation are permissible and will be placed on the agenda for Commissioners Court approval/review.
    ii) Fringe Benefits.

f) All recruitment items purchased must comply with Article III, section 52 of the Texas Constitution. Thus, the predominant purpose of any expenditures on recruitment materials must be to accomplish a "direct" public purpose and be in compliance with the provisions of this policy in order to ensure that Williamson County receives a return of public benefit from said expenditures. Williamson County recognizes the need to identify, recruit and hire qualified employees.

i) Funds for recruitment items must be approved during the annual budget process.
ii) Items must not state the name of any individual, but instead the name of the county and/or department or office.
iii) "Give way" items such as pens, pencils, etc. should not exceed $2.00 per item.

All purchases must follow procurement guidelines.

Commented [NZ2]: 12. Financial – General Procedures is a new section that contains information that was previously in the Accounts Payable section and moved.

VI. PURCHASING – GENERAL PROCEDURES

1. ~~The purpose of this section is to facilitate the judicious expenditure of county dollars.~~ Williamson County Purchasing and Procurement Card (P-Card) policies are intended to ~~This policy will~~ provide consistent procedures for the acquisition of materials, supplies, and services required by Williamson County. The responsibility to adhere to all Purchasing and P-Card policies rests with the employee, supervisor, department head, or elected officials who certifies conformance to them. ~~Any questions related to conformance should be directed to the Purchasing Department prior to making a purchase.~~

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2. ~~County purchasing policies must be strictly adhered to for all purchases~~The Williamson County Purchasing Manual as well as other more detailed information directing specific purchasing procedures and processes ~~and~~ can be located on the SharePoint Purchasing Portal at: *https://wilco365.sharepoint.com/purchasingportal*.

This site provides county departments access to:

a. Policies, Procedures and Manuals
b. Training Materials
c. Forms
d. Guides and other tools to assist in the purchasing process

~~• 3. County Purchase Requisitions and Purchase Orders must be submitted electronically. All Department Heads/County Officials shall ensure Purchase Requisitions are not created and approved in Oracle by the same individual. There must be a separation between Requisition originators and Requisition approvers. This is to ensure proper segregation of duties to prevent error and fraud.~~
~~• All purchases for materials, supplies and services require Purchasing approval prior to placing the order. The preferred approval method is issuance of a Purchase Order but Procurement Cards (P-cards) may be used for specific situations.~~
~~o *Purchases $5,000 or greater require approval of the County Judge.*~~
~~• Requests for a Purchase Order **after** the order is placed will not be processed except for the following items:~~

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~~o Repair services (i.e. equipment repairs, vehicle repairs etc., includes purchase and/or replacement of any parts). Purchase Requisition must be entered as soon as possible after the purchase was made.~~

~~o Goods and Services purchased during an emergency (i.e. public calamity). Requisition must be entered as soon as possible, after the purchase was made and the purchase must be exempted during the next possible Commissioners Court meeting.~~

~~• Purchases for supplies and materials for which a Purchase Order was not issued prior to the purchase must be approved by the County Judge. Please complete the *County Judge Approval Form* located on the Auditor's Portal for these purchases.~~

~~3. Procurement Cards (P-cards) may be utilized as an alternate purchasing method to Purchase Orders for small dollar purchases, registration fees, business travel and training.~~

~~• P-card holders must adhere to the Williamson County Procurement Policy located in the Procurement Card Manual at the SharePoint Purchasing Portal at https://wilco365.sharepoint.com/purchasingportal.~~

~~• Personal charges on the procurement card are strictly prohibited.~~

~~• Cardholder and department head/elected official are responsible for verification of available budget funds before the purchase is made.~~

~~• Purchases must adhere to all competitive procurement requirements and may not be split or segmented to avoid such requirements or credit limits.~~

~~o ***Purchases $5,000 or greater require approval of the County Judge.***~~

~~• The procurement card monthly Expense Report and all receipts must be submitted to Accounts Payable within 5 business days of the statement close date.~~

The County Auditor's Office will audit Expense Reports monthly. Cardholder infractions will be addressed and may result in disciplinary action as recommended by County Auditor's Office. Actions may include:

a. Retraining
b. Reduction of credit limits
c. Suspension of account

Theft, fraud or intentional policy violations may result in permanent closure of account or termination of employment, based on severity of violation.

~~➢ **Level 1**: Written documentation for file from cardholder and department head/elected official; may include cardholder retraining and/or reduction of credit limits.~~

~~➢ **Level 2**: Written documentation for file from cardholder and department head/elected official; cardholder account suspended for 90 days.~~

~~➢ **Level 3**: Account closed permanently; may include termination of employment based on severity of violation.~~

~~• Repeated infractions may result in level escalation and management reserves the right to consider theft, fraud or intentional policy violations as a **Level 3** infraction.~~

~~e. 4. Information for conducting purchases on behalf of Williamson County can be located on the intranet Purchasing Portal located at: *https://wilco365.sharepoint.com/purchasingportal*.~~

~~5~~4. Any questions related to compliance with intent of county Purchasing Policies should be directed to the Purchasing Department prior to making a purchase.

http://www.wilco.org/CountyDepartments/Purchasing

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VII. ACCOUNTS PAYABLE GENERAL PROCEDURES

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1. The purpose of the Accounts Payable procedures is to promote the prudent exercise of judgment when spending county dollars. This policy will provide accountability and consistent Accounts Payable procedures in the issuance of checks for Williamson County obligations. The responsibility to observe these guidelines rests with the employee, supervisor, department head, or elected official who certifies conformance to these guidelines by approving the expenditure.

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a) Any bill or invoice must be submitted to the County Auditor for payment within five (5) days of receipt by the Department. All expense reimbursements must be received in the County Auditor's office within sixty (60) days of the expenditure.

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b) Checks for payment of county obligations will be issued not later than 30 days after the date the invoice is received in the Accounts Payable department, pursuant to Texas Govt. Code Sec. 2251.021.

c) Checks will be issued every Tuesday. When an issuance date falls on a holiday, checks will be issued on the first working day after the holiday.

d) The cutoff day for receiving invoices for each check run will be Wednesday at 11am. The Accounts Payable department will endeavor to process invoices that are received from Friday to the following Thursday approximately 12-20 days after the invoice is received in our department.

e) Any invoice or expense reimbursement requiring additional review or signatures may cause delays in processing.

f) Manual checks will be issued in emergency situations only with the County Treasurer's approval.

g) Purchase orders are required for ALL purchases as of materials and supplies, pursuant with the Texas Local Government Code, Chapter 113, Section 901 and outlined in the County Purchasing Manual. The County Auditor's office will not process payment for an invoice without the required purchase order. Any expense incurred without the required Purchase Order must be submitted to the County Judge, along with the County Judge Approval Form, for his waiver of the Requisition requirement prior to submitting the expense to Accounts Payable for payment.

h) All Department Heads/County Officials shall ensure purchase requisitions are not created and approved in Oracle by the same individual.

i) Discrepancies between invoices & purchase orders should be brought to the attention of the vendor to resolve the discrepancy. If a purchase order needs to be corrected, please contact the Purchasing Department prior sending the invoice to Accounts Payable for payment.Purchasing department before submitting to Accounts Payable.

j) PO numbers should be included on the invoice from the vendor. If the PO number is not indicated, the department should include the PO on the invoice when submitting it to the Accounts Payable Department.

k) Invoices shall be submitted as a signed original or electronically. Do not submit both ways to avoid duplication of payment. Please include all relevant back up documents and signatures with the electronic copy.

~~l) All authorizations and account coding should be made on the invoice.~~
~~m) Approval signatures and account coding should not be made on the remittance portion of the invoice. If necessary, attach an additional sheet with approval authorization.~~
~~n) If a PO is not required (Consult Purchasing Guide), and there is no invoice, please submit a check request form with appropriate documentation directly to Accounts Payable. Please note, in either circumstance there is a 12-20 day processing time from the date Accounts Payable receives the request.~~
~~o) Any questions or extenuating circumstances should be directed to the Accounts Payable department.~~
~~p) A request for reimbursement for an on-line expense (e.g., e-tickets or hotel deposit) must include a printout of the on-line/e-mail receipt which includes itemized documentation of the expense.~~
~~q) Cell phone use will be reimbursed/paid according to the county cell phone policy.~~
r) Any mailings sent by a county department or official using county funds must be in furtherance of legitimate county business and must comply with all state ethics rules and other laws and regulations.
~~g)~~ s) All county meetings should be held in county facilities whenever feasible and such facilities are available. If the county meeting space is not available, other publicly owned facilities, such as those owned by cities, utility districts, or school districts, should be utilized as the rental of these facilities is often at little or no cost.
t) Transfer of funds **out** of the following line items will not be allowed: i) Training
ii) Gasoline
iii) Cell Phones
iv) RCS Radio Fees

u) Transfer of funds **into** any of the above line items may be allowed.
v) Transfer of funds out of, within, or to the following line items will not be allowed, with the exception of line item 1107/Temp-Seasonal:

~~h)~~ Salaries- This pertains to salary line items that are budgeted based on position control. This includes object codes 1100, 1101, and 1105. Line item transfers between 8000 accounts and salary lines for the purpose of merit money allocation/re-allocation are permissible and will be placed on the agenda for Commissioners Court approval/review.
~~i.~~ Fringe Benefits.

w) All recruitment items purchased must comply with Article III, section 52 of the Texas Constitution. Thus, the predominant purpose of any expenditures on recruitment materials must be to accomplish a "direct" public purpose and be in compliance with the provisions of this policy in order to ensure that Williamson County receives a return of public benefit from said expenditures. Williamson County recognizes the need to identify, recruit and hire qualified employees.

~~i.~~ Funds for recruitment items must be approved during the annual budget process.
~~ii.~~ Items must not state the name of any individual, but instead the name of the county and/or department or office.

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"Give Away" items such as pens, pencils, etc. should not exceed $2.00 per item.

~~iii.~~ i. All purchases must follow procurement guidelines.

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VII. COUNTY VEHICLES

1. It is prohibited by law to utilize county owned vehicles for personal use. Any county employee that resides outside the county and utilizes a county owned vehicle during their workday, is required to return that vehicle to their primary work location following their assigned work shift. Elected Officials or Senior Directors may grant an employee the ability to take a County vehicle home for a specific occasion or an event, if it is in the business interest of the County to do so.

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The following is an all-inclusive list of positions that may be required to respond to emergencies outside of their normal work assignments, and may, with the concurrence of their department head or elected official, take a county vehicle to their residence, within Williamson County, at the end of their shift to allow them to respond as required.

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a) The Sheriff and paid law enforcement as follows: Sheriff's Patrol Deputies, Sheriff's Detectives, on call Crime Scene Technician, on call Animal Control Officers, Sergeants, Lieutenants, Commander and Chiefs
b) Each Constable and Deputy Constables
c) Investigators in the District Attorney and County Attorneys offices
d) Two on call maintenance employees designated by the Maintenance Division Director
e) Division Commanders, and Operation Commander(s) approved by EMS Director
f) The Fire Marshal Special Operations Chief, Asst. Fire Marshal, Special Operations Asst. Chief, and On Call Hazmat Special Operations Captain, when on call
g) The Assistant County Engineer for Maintenance Operations, the Director of Field Operations, (9) Senior Foremen and Foreman
h) The Director of Emergency Management and the Deputy Director of Emergency Management
i) The Wireless Communications Tower Technician

The Senior Director of Emergency Services and the Sheriff have the discretion to assign a vehicle to an appropriate member of their department to facilitate a specific response to emergency scenes or events, on a case by case basis, where the resources are requested and needed. This shall only be done in times of high risk, high probability events, or during scheduled special "large scale" events where response is likely. This assignment shall be tracked and reported to the Commissioners Court.

The following list has been grandfathered by the court, will not be expanded, unless approved by the Commissioners Court, and shall show significant decreases in each budget year until phased out.

Sheriff's Office

S. Zion
D. Garrett

Constable Office Pct. 2
S. Holt

Road and Bridge
J. Jansen

Emergency Services
R. Williams
M. Reyna
H. Clark
T. Allen
I. Oyedokun

The following list has been exempted from the out of county policy for take home vehicles by the court.

Sheriff's Office
H. Vargas
W. Steffen
R. Gauvin
J. Sapien
J. Helm
J. Guinn

County vehicles assigned to departments or individuals that are not take-home vehicles, shall be returned and parked at the end of each workday at the facility where the primary office is located. It is expressly forbidden under this order for any county vehicle to be used for personal use at any time.

2. A County Fleet Committee will review fleet policies and purchases and make recommendations for budgeting purposes. This committee will consist of one representative from each Constable's Office, the Budget Office, Emergency Services, Fleet Department, Human Resources, Infrastructure, Purchasing, and the Sheriff's Office. The Auditor's Office is a non-voting member.

All accidents involving County vehicles and equipment must be reported to the Risk and Safety Coordinator in Human Resources to ensure appropriate claims processing, including any corrective action taken. Vehicles removed from service are reported on the Court agenda and accident reports are sent to the court when applicable. Also, new vehicles, equipment, and buildings must be reported to the Risk and Safety Coordinator immediately in order to ensure that proper insurance coverage is in place.

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VIII. CELL PHONE POLICY

Williamson County may purchase/lease cell phones for departments in the county that deal with sensitive data or for security reasons, example law enforcement, and provide cell phone service

for individual use. The departments should have this money approved and budgeted in line item 004209. For the majority of County employees, a Stipend Policy has been implemented and is laid out below. These dollars are approved and budgeted in line item 001109.

Procedures for the Stipend Policy

1. Each department head or elected official will identify who they require to maintain a cell phone account in order to conduct official county business. Only regular full-time employees and department heads will be allowed a stipend. The funds for cell phone stipends must be submitted and approved as part of each department's annual budget process.

2. Seven levels of cell phone stipends will be established:

$20.00 Per Month – ($10.00 per pmt)
$30.00 Per Month - ($15.00 per pmt)
$40.00 Per Month – ($20.00 per pmt)
$50.00 Per Month – ($25.00 per pmt)
$60.00 Per Month – ($30.00 per pmt)
$70.00 Per Month – ($35.00 per pmt)
$80.00 Per Month – ($40.00 per pmt)

3. Stipends will be paid semi-monthly for each approved employee or department head (will not be included on the third paycheck that is received twice each year). The cell phone stipend shall be removed by the department whenever an employee is on Administrative Leave with pay.

4. The cell phone stipend is considered supplemental income subject to IRS taxes and reporting requirements and will be processed through Payroll and will be included in the employee's gross income. Retirement contributions will also be deducted and matched in accordance with TCDRS.

5. Expenditures over the allowed stipend will not be reimbursed.

6. An approved cell phone stipend will not follow an employee if the employee changes positions.

7. Each department head or elected official is responsible for verifying and monitoring that their employees receiving a cell phone stipend has obtained the required service. Disciplinary action up to and including termination may result in an employee who receives a stipend and does not provide their department head or elected official with the proper documentation of cell phone service, if requested. Each department will maintain a list of cell phone numbers for those individuals with stipends for audit purposes.

8. To minimize the risk of incurring unpaid time worked, Offices and Departments should carefully monitor phone and e-mail access outside of scheduled time worked for non-exempt employees. Failure to comply with this policy may result in termination.

IX. COMMISSIONERS COURT

This order designates the Commissioners Court will meet on Tuesdays each month.

WHEREUPON MOTION MADE AND SECONDED, the ORDER ADOPTING THE AMENDED 2019/2020 WILLIAMSON COUNTY BUDGET ORDER was passed on a vote of ___ for, and ___ against on the 24th of September 2019.

This ORDER being adopted, the County Judge is authorized to sign the ORDER and the County Clerk is instructed to record the ORDER and the Budget in the official minutes of the Commissioners Court.

Attest:

_____ _____

Bill Gravell, County Judge Nancy E. Rister, County Clerk

~~**Non-Reimbursable Expense Policy**~~

~~The following list includes items that are not reimbursable by the County. Per Section 52 of the Texas State Constitution, all items using County funds must serve a direct benefit to the County. Any non-reimbursable expenses or charges on the County Procurement Card, must be reimbursed to the County as soon as possible.~~

~~**I. Personal Purchases** – Personal purchases are NOT allowed. Below are a list of examples:~~

- ~~Damage to any personal items (clothing, vehicles/auto repairs, etc.)~~
- ~~Personal phone calls~~
- ~~Laundry services or personal clothing~~
- ~~Personal doctor bills, prescriptions, and other medical services~~
- ~~Entertainment, movie rentals, saunas, massages, or exercise facilities~~
- ~~Baby-sitter fees, personal kennel costs, pet or house-sitting fees~~
- ~~Expenses incurred by a spouse or other individual accompany you on business~~

~~**II. Meals/Food/Drink:**~~

- ~~Coffee, tea, and other related items used by employees while in the office~~
- ~~Alcoholic beverages/tobacco products~~
- ~~Drinking water services~~
- ~~Refreshments for office parties, retirements, etc. (Excludes Employee Fund Allowable Events)~~

~~**III. Travel:**~~

- ~~Short term or valet parking at the airport (other than short term parking related to prison transports). Parking should not exceed $15 per day. Economy B-G Lots are long-term parking lots at ABIA, and are approved for County employee parking~~
- ~~For Non-Airport Parking – Valet service is not an option unless safety is a concern~~

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- ~~Mileage to/from County functions, not related to official County business (ex: retirement party)~~
- ~~Transportation to places of entertainment or similar personal activities~~
- ~~Excessive weight baggage fees or cost associated with more than two airline bags~~
- ~~Up-grades to airfare, hotel or car rental~~

~~IV. **Miscellaneous:**~~

- ~~Expenses related to County Government Week or holiday decorations~~
- ~~Flowers/plants~~
- ~~Greeting, thank you, or holiday cards~~
- ~~Fines and/or penalties~~
- ~~Credit card delinquency or service fees~~
- ~~Lifetime memberships to any association~~
- ~~Donations to other entities~~
- ~~Any items that could be construed as campaigning~~ or fees that could be construed as campaigning, i.e., Chamber of Commerce dues or other civic organization dues, fees for parade entry, items with elected officials name (other than letterhead).
- ~~Sales tax on goods purchased~~
- ~~Community outreach items exceeding $2 per item~~

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STATE OF TEXAS
COUNTY OF WILLIAMSON
AN ORDER ADOPTING THE 2019/2020 COUNTY BUDGET

WHEREAS, the Williamson County Commissioners Court is authorized and required to adopt an annual budget for all Williamson County officials and their departments after due consideration;

WHEREAS, the Williamson County Commissioners Court did invite and encourage public participation from county officers, precinct officers, department heads, and the general public, as to the various needs of the citizens of Williamson County for the fiscal year 2019/2020;

WHEREAS, the Williamson County Commissioners Court, after a full discussion of the needs, did make changes in the proposed budget filed by the County Judge in accordance with law; NOW

THEREFORE, BE IT ORDERED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT that the proposed budget filed by the County Budget Officer and amended by the Commissioners Court be adopted with the following provisions:

POLICIES RELATED TO COMPENSATION AND BENEFITS

I. SALARIES

1. Salaries for County and Precinct Officials are set as follows:

a)	Judge of the County Court	126,182.00 per year
b)	Judge of the County Court at Law #1	156,999.96 per year
c)	Judge of the County Court at Law #2	156,999.96 per year
d)	Judge of the County Court at Law #3	184,999.96 per year
e)	Judge of the County Court at Law #4	184,999.96 per year
f)	County Attorney	161,709.96 per year
g)	County Sheriff	127,475.75 per year
h)	County Clerk	104,521.54 per year
i)	County Tax Assessor/Collector	108,691.18 per year
j)	District Clerk	104,521.54 per year
k)	County Treasurer	100,563.99 per year
l)	Each County Commissioner	102,747.63 per year
m)	Each Justice of the Peace	91,468.43 per year
n)	Each Constable	86,522.43 per year

2. The number of employee positions established and authorized for each official and/or department, the maximum allowable salary for each position, and the job titles are reflected in the annual approved county budget filed with the County Clerk.

II. HOLIDAYS

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

Veterans Day	Monday	November 11, 2019
Thanksgiving Holiday	Thursday Friday	November 28, 2019 November 29, 2019
Christmas Holiday	Tuesday Wednesday	December 24, 2019 December 25, 2019
New Year's Holiday	Wednesday	January 1, 2020
Martin Luther King Day	Monday	January 20, 2020
President's Day	Monday	February 17, 2020
Good Friday	Friday	April 10, 2020
Memorial Day	Monday	May 25, 2020
Independence Holiday	Friday	July 3, 2020
Labor Day	Monday	September 7, 2020

See Addendum: The Williamson County Employee Policy Manual (September 11, 2018). Contains the policies for employee usage of paid holiday time as well as other policies affecting payroll related matters.

III. SUPPLEMENTAL PAY

Williamson County recognizes the following supplemental pay additives. The departments/offices are responsible for ensuring that the employees selected meet all of the requirements established by their offices.

1. Field Training Officer Pay (FTO) –Designated positions listed below will be paid $150 per month.

Sheriff's Office – Maximum of 18 positions
Corrections – Maximum of 12 positions
Emergency Medical Services – Maximum of 20 positions
Mobile Outreach Team – Maximum of 2 positions

2. Crisis Intervention Team Supplemental Pay (CIT) - Designated positions will be paid $250 per month.

Sheriff's Office – Maximum of 10 positions

3. Training Specialist Supplemental Pay - Designated positions will be paid $100 per pay period.

Emergency Communications – Maximum of 16 positions

4. On – call Pay – Specific positions listed below are classified as eligible for on-call pay due to the demand for after hour services. All Corrections and Sheriff's Office positions are to be paid by the Sheriff Office's State and Local Forfeiture Fund and all District Attorney positions are to be paid by the District Attorney's Asset Forfeiture Funds.

District Attorney's Office – Maximum of 1 Asst. District Attorney, $300 per week
Facilities Maintenance – Maximum of 2 non – exempt positions, $100 per week
Technology Services – Maximum of 1 position, $200 per week

Sheriff's Office:
Detectives – Maximum of 2 positions, $200 per week
Sergeant Detective – Maximum of 1 position, $200 per week
Crime Scene/ Special Evidence Tech – Maximum of 1 position, $200 per week
SWAT – Maximum of 8 positions, $200 per week
Transportation Deputies (Corrections) – Maximum of 2 positions, $200 per week
Victim's Assistance – Maximum of 1 position, $200 per week

5. Board Certification by the Texas Board of Legal Specialization Supplemental Pay - This supplement is paid for the office listed below for ongoing maintenance of certifications by the Texas Board of Legal Specialization.

District Attorney – Maximum of 5 positions, $5,000 per employee to be paid equally over 26 pay periods out of the District Attorney Asset Forfeiture Fund

6. Board Supplements – Designated positions will be paid for serving on a specific board(s).

Juvenile Board – County Judge and District Judges (5), $400 per month.
Judicial Board – Maximum of 1 position in the Magistrate Office, $2500 per year, paid equally over 26 pay periods.

7. County Supplements – Williamson County portion of elected state positions.

District Attorney – 1 position, $18,000, paid equally over 26 pay periods. For Fiscal Year 20 only, an additional $14,000 will be paid from October 2019 to August 2020, divided equally per pay period (23).
District Judges – 5 positions, $13,200 per year, paid equally over 26 pay periods.

8. Court Admin Supplement – Paid to the Court Admin of the presiding District Judge, for additional duties. 1 position, $5,500 per year, paid equally over 26 pay periods.

9. Public Safety Technology Program Project Management Supplement - As the final, original agencies are converted to the Public Safety Technology systems this supplement -- which was previously reduced 50% -- will be eliminated altogether following the FY 2020 budget. For FY 2020 the supplement is $6,000, paid equally over 26 pay periods.

IV. CATASTROPHIC EVENT PAY

PURPOSE

Establish a policy for Williamson County setting forth the compensation of exempt and non-exempt employees for an activation of the Williamson County Emergency Operation Plan during a declared disaster, catastrophic event, or qualifying event. Nothing in this policy shall be construed as changing the "at will" status of any person employed by Williamson County.

BACKGROUND

Williamson County will compensate those essential employees who are required to work outside of their normal work schedule when assisting in the management of a local qualifying event, or when necessary to assist other agencies in managing events outside of the local jurisdiction. Examples of qualifying events include, but are not limited to, the following:

A. Certain catastrophic local events including, but not limited to: floods, hurricanes, tornados, and other Acts of God, nuclear, chemical and biological emergencies, terrorist attack(s), or any other emergency declared by a federal, state or local authority.

B. When assigned to support an event, internal or external, to the County's jurisdiction; For personnel assigned and deployed to select teams, including, but not limited to: Williamson County Emergency Operations Center and Local, Regional, State and Federal Deployments.

POLICY

1. **Non-exempt Compensation**

   Any non-exempt employee who is recalled to duty during a catastrophic event, who works in- excess of forty (40) hours in a work week, or 86-hours in the pay period for those on the law enforcement pay plan, will be paid overtime for additional hours worked. Note that the general rules of compensable time apply to work performed under the circumstances covered by this policy. Refer to the Williamson County Handbook or contact Human Resources if you have questions about what is considered compensable time.

2. **Exempt Compensation**

   At the Commissioners Court discretion, any salaried exempt employee who is required to work hours in-excess of their normal work schedule (eighty hours in a pay period) during a declared disaster, Catastrophic Event, or qualifying event as outlined in this procedure may be compensated during the declaration period at a determined hourly rate. Only pay periods with hours worked that equal or exceed 88 hours and at least 8 hours for the event, should be submitted for possible compensation.

V. FINANCIAL POLICIES

1. **Fund Balance Policy:** Williamson County recognizes the financial importance of maintaining an appropriate level of Unassigned Fund Balance. A formalized Fund Balance Policy demonstrates to the taxpayer fiscal prudence and the ability to meet its obligations in a timely manner. Independent financial analysts rate the county's financial stability. The county's credit strength and strong management control reported by these analysts is, in part, a result of this Fund Balance Policy.

> Williamson County will maintain reservations of Fund Balance, in accordance with Governmental Accounting and Financial Standards Board Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions. This Policy shall only apply to the County's governmental funds. Fund Balance shall be composed of non-spendable, restricted, committed, assigned and unassigned amounts.

2. **General Fund:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation.

Williamson County will maintain an appropriate level of Unassigned Fund Balance in the General Fund to protect against a reduction of services due to temporary revenue shortfalls or unexpected one-time expenditures. It also helps to ensure stable tax rates. The level of Unassigned Fund Balance for the General Fund shall not be less than 35% of total General Fund budgeted expenditures.
The goal of each year's budget process will be to adopt a budget that maintains compliance with the General Fund Unassigned Fund Balance Policy. If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for the following, including, but not limited to:

- Tax rate stabilization.
- Only one-time, non-recurring expenditures, such as capital improvement needs.
- Address any shortfall in related funds, i.e. Road and Bridge Fund.
- Reduction of debt; to include capital leases.

If it is determined there is a deficit (an amount below the lower limit), the County must develop a plan to rebuild the Unassigned Fund Balance to 35%.

3. **Tobacco Fund:** The initial distribution of Williamson County's share of the settlement established the fund in 1999. Revenues to the fund consist of interest income and the annual distribution by the state of the state trust earnings. To ensure continuation of the fund, the Williamson County Commissioners Court has designated the portion of fund balance representing the amount of the original settlement ($2.5M). Designation means that this amount, or "principal" balance, cannot be expended. In addition to the original settlement amount, each year, 20% of the revenues from both interest income and the annual distribution from the state will be added to the designated fund balance in order to allow the fund to grow over time. Only 80% of revenues earned from interest and the earnings distributed annually by the state will be budgeted and expended. When determining the next year's budget, the amount available to expend will be calculated using actual revenue and interest revenue amounts from May 1st of the previous year to April 30th of the current year. Any unspent funds at the end of the fiscal year will be available to budget in the next year. If Tobacco Fund expenditures are budgeted to offset expenditures in other funds, the actual program cost to the other Funds will be determined prior to transferring in any dollars from the Tobacco Fund. This available balance will be tracked annually by the County Auditor's office.

4. **Self-Insured Health Plan Fund Policy**: Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Benefits Fund to protect against an inability to pay for claims and administration associated with the self- insured health plan due to temporary revenue shortfalls. It also helps to ensure stable employer and employee contribution rates.

The Self-Funded Health Plan Fund currently has a "goal of reaching and maintaining 25% of expected claims". The goal of each year's budget process will be to endeavor to adopt a budget that maintains compliance with the Benefits Fund Unassigned Fund Balance Policy.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for contribution rate stabilization.

If it is determined there is a deficit (an amount below the lower limit), the County may develop a plan to rebuild the Unassigned Fund Balance to 25% of expected claims.

5. **Radio Communication Systems (RCS) Fund Policy:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Radio Communications Systems Fund to protect against unforeseen operating issues. These unforeseen issues can result from environmental or project related items. It also helps to ensure stable radio user fees for the user community.

The Radio Communication Systems Fund has a "goal of reaching and maintaining 30% of total Radio Communication Systems expenditure budget.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for:

- Only one-time, non-recurring expenditures, such as tower improvements
- Fee stabilization

If it is determined there is a deficit, the Radio Communication Systems Board will develop and recommend a plan to the County to rebuild the Unassigned Fund Balance to 30%.

Use and Distribution of Specific Special Revenue Funds and Accounts

6. **Child Safety Fund:** – This fund is used to deposit a $1.50 fee collected on each vehicle registration and court costs collected by justice, county, or district courts for violations that occur within a school-crossing zone of $25 per violation. This fund is used to provide a school crossing guard program and/or programs designed to enhance child safety, health, or nutrition. The Commissioners Court, by an order adopted in October 2010, has directed these funds to be distributed in the following manner: 10% of Total Collections less an administrative fee shall be distributed to the Williamson County's Children's Advocacy Center. The remainder shall be distributed to the school districts on a pro rata basis based on attendance. These funds will be distributed annually after the close of the prior fiscal year.

7. **School Fund:** Williamson County maintains a working interest ownership in two natural gas producing properties located on what was formerly county-owned property. The mineral rights that have been retained are designated to be distributed to school districts within the county based on the number of students who reside in the county. This distribution will occur annually at the close of each fiscal year and will coincide with the distribution of the Child Safety Fund proceeds.

8. **Employee Fund**: The Employee fund is proceeds collected from Williamson County's vending machine contract. Use of these funds must be **pre-approved** by the County Judge.

These funds may be used for the following purposes:

a) To offset the cost of county employee events
b) Flowers for the death of a county employee only
c) An award or plaque upon retirement for employee recognition. All purchases must display (i.e. engraving) information regarding the purpose of the employee recognition. (Purchasing guidelines must be adhered to):
    i. The employee must be vested (8 years of service)
    ii. $40.00 allowed for employees with up to 15 years of service
    iii. $80.00 allowed for employees with over 15 years of service
d) Employee recognition events and programs
e) Maximum of $300.00 allowed towards a reception/light refreshments for the retirement or departure of an:
    i. Elected Official serving in his/her capacity for at least 1 term
    ii. Department Head who must be vested (8 years of service)
    iii. Employee with 20 years of service or more

No reimbursement of sales tax will be allowed.
The amount allowed for use may never exceed the actual balance in the fund.

9. **WM-City of Hutto and Hutto ISD Fund**: The WM-City of Hutto and Hutto ISD Fund consists of proceeds paid by Waste Management annually. Per the agreement, these funds represent 2% of the Tip Fee and are to be expended for the benefit of the City of Hutto and Hutto ISD. The expenditures are at the County's sole option. The annual distribution will be allocated 50% to the City of Hutto and 50% to Hutto ISD. Each entity is required to request any disbursements from the fund.

10. **Williamson County Community Facility Fund:** This fund consists of fees collected through the Williamson County Landfill. Community organizations, groups, and individuals may submit a funding request to the Williamson County Commissioners Court for the construction, improvement, or remodel of community facilities located in Williamson County that serve a public purpose.

11. **Use of Flex Funding Account for Mental Health Mobile Outreach Team:** In order to mitigate the incidence of public mental health crisis and save the taxpayers from spending additional funds on costs that could otherwise be limited for *public* health-related services, the

Williamson County Commissioners Court finds there is compelling need to establish and authorize the use of a mental health Flex Funding Account by the Mobile Outreach Team.

Therefore, pursuant to the Texas Local Government Code, § 111.068(b) (citing the "interest of the tax payers" in budget matters), the Texas Health and Safety Code, § 121.003(a) (authorizing commissioners court to "enforce any law that is reasonably necessary to protect the public health."), and the common law granting the County authority to regulate the public health and safety, the Williamson County Commissioners Court approves the Mental Health Mobile Outreach Team Flex Funding Account. Typical Flex Funding expenditures may include, but are not limited to transportation vouchers, payment for medical appointments, medication/pharmacy vouchers/payments, payment for therapy sessions (short to mid-term), food and motel vouchers, payment toward utility or other essential household bills. The Mobile Outreach Team has Policies and Procedures to ensure compliance with this policy. The fund is subject to further oversight, including, but not limited to, auditing by the Williamson County Auditor's Office.

12. **Financial – General Procedures**

a) Any mailings sent by a county department or official using county funds must be in furtherance of legitimate county business and must comply with all state ethics rules and other laws and regulations.

b) All county meetings should be held in county facilities whenever feasible and such facilities are available. If the county meeting space is not available, other publicly owned facilities, such as those owned by cities, utility districts, or school districts, should be utilized as the rental of these facilities is often at little or no cost.

c) Transfer of funds **out** of the following line items will not be allowed:

    i) Training
    ii) Gasoline
    iii) Cell Phones
    iv) RCS Radio Fees

d) Transfer of funds **into** any of the above line items may be allowed.

e) Transfer of funds out of, within, or to the following line items will not be allowed, with the exception of line item 1107/Temp-Seasonal:

    i) Salaries- This pertains to salary line items that are budgeted based on position control. This includes object codes 1100, 1101, and 1105. Line item transfers between 8000 accounts and salary lines for the purpose of merit money allocation/re-allocation are permissible and will be placed on the agenda for Commissioners Court approval/review.
    ii) Fringe Benefits.

f) All recruitment items purchased must comply with Article III, section 52 of the Texas Constitution. Thus, the predominant purpose of any expenditures on recruitment materials must be to accomplish a "direct" public purpose and be in compliance with the provisions of this policy in order to ensure that Williamson County receives a return of

public benefit from said expenditures. Williamson County recognizes the need to identify, recruit and hire qualified employees.

i) Funds for recruitment items must be approved during the annual budget process.
ii) Items must not state the name of any individual, but instead the name of the county and/or department or office.
iii) "Give way" items such as pens, pencils, etc. should not exceed $2.00 per item.

All purchases must follow procurement guidelines.

VI. PURCHASING – GENERAL PROCEDURES

1. Williamson County Purchasing and Procurement Card (P-Card) policies are intended to provide consistent procedures for the acquisition of materials, supplies, and services required by Williamson County. The responsibility to adhere to all Purchasing and P-Card policies rests with the employee, supervisor, department head, or elected officials who certifies conformance to them.

2. The Williamson County Purchasing Manual as well as other more detailed information directing specific purchasing procedures and processes can be located on the SharePoint Purchasing Portal at: *https://wilco365.sharepoint.com/purchasingportal*.

This site provides county departments access to:

a. Policies, Procedures and Manuals
b. Training Materials
c. Forms
d. Guides and other tools to assist in the purchasing process

3. The County Auditor's Office will audit Expense Reports monthly. Cardholder infractions will be addressed and may result in disciplinary action as recommended by County Auditor's Office. Actions may include:

a. Retraining
b. Reduction of credit limits
c. Suspension of account

Theft, fraud or intentional policy violations may result in permanent closure of account or termination of employment, based on severity of violation.

4. Any questions related to compliance with intent of county Purchasing Policies should be directed to the Purchasing Department prior to making a purchase.

http://www.wilco.org/CountyDepartments/Purchasing

VII. COUNTY VEHICLES

1. It is prohibited by law to utilize county owned vehicles for personal use. Any county employee that resides outside the county and utilizes a county owned vehicle during their workday, is required to return that vehicle to their primary work location following their

assigned work shift. Elected Officials or Senior Directors may grant an employee the ability to take a County vehicle home for a specific occasion or an event, if it is in the business interest of the County to do so.

The following is an all-inclusive list of positions that may be required to respond to emergencies outside of their normal work assignments, and may, with the concurrence of their department head or elected official, take a county vehicle to their residence, within Williamson County, at the end of their shift to allow them to respond as required.

a) The Sheriff and paid law enforcement as follows: Sheriff's Patrol Deputies, Sheriff's Detectives, on call Crime Scene Technician, on call Animal Control Officers, Sergeants, Lieutenants, Commander and Chiefs
b) Each Constable and Deputy Constables
c) Investigators in the District Attorney and County Attorneys offices
d) Two on call maintenance employees designated by the Maintenance Division Director
e) Division Commanders, and Operation Commander(s) approved by EMS Director
f) The Fire Marshal Special Operations Chief, Asst. Fire Marshal, Special Operations Asst. Chief, and On Call Hazmat Special Operations Captain, when on call
g) The Assistant County Engineer for Maintenance Operations, the Director of Field Operations, (9) Senior Foremen and Foreman
h) The Director of Emergency Management and the Deputy Director of Emergency Management
i) The Wireless Communications Tower Technician

The Senior Director of Emergency Services and the Sheriff have the discretion to assign a vehicle to an appropriate member of their department to facilitate a specific response to emergency scenes or events, on a case by case basis, where the resources are requested and needed. This shall only be done in times of high risk, high probability events, or during scheduled special "large scale" events where response is likely. This assignment shall be tracked and reported to the Commissioners Court.

The following list has been grandfathered by the court, will not be expanded, unless approved by the Commissioners Court, and shall show significant decreases in each budget year until phased out.

Sheriff's Office
S. Zion
D. Garrett

Constable Office Pct. 2
S. Holt

Road and Bridge
J. Jansen

Emergency Services

R. Williams
M. Reyna
H. Clark
T. Allen
I. Oyedokun

The following list has been exempted from the out of county policy for take home vehicles by the court.

Sheriff's Office
H. Vargas
W. Steffen
R. Gauvin
J. Sapien
J. Helm
J. Guinn

County vehicles assigned to departments or individuals that are not take-home vehicles, shall be returned and parked at the end of each workday at the facility where the primary office is located. It is expressly forbidden under this order for any county vehicle to be used for personal use at any time.

2. A County Fleet Committee will review fleet policies and purchases and make recommendations for budgeting purposes. This committee will consist of one representative from each Constable's Office, the Budget Office, Emergency Services, Fleet Department, Human Resources, Infrastructure, Purchasing, and the Sheriff's Office. The Auditor's Office is a non-voting member.

All accidents involving County vehicles and equipment must be reported to the Risk and Safety Coordinator in Human Resources to ensure appropriate claims processing, including any corrective action taken. Vehicles removed from service are reported on the Court agenda and accident reports are sent to the court when applicable. Also, new vehicles, equipment, and buildings must be reported to the Risk and Safety Coordinator immediately in order to ensure that proper insurance coverage is in place.

VIII. CELL PHONE POLICY

Williamson County may purchase/lease cell phones for departments in the county that deal with sensitive data or for security reasons, example law enforcement, and provide cell phone service for individual use. The departments should have this money approved and budgeted in line item 004209. For the majority of County employees, a Stipend Policy has been implemented and is laid out below. These dollars are approved and budgeted in line item 001109.

Procedures for the Stipend Policy

1. Each department head or elected official will identify who they require to maintain a cell phone account in order to conduct official county business. Only regular full-time employees and department heads will be allowed a stipend. The funds for cell phone stipends must be submitted and approved as part of each department's annual budget process.

2. Seven levels of cell phone stipends will be established:

$20.00 Per Month – ($10.00 per pmt)
$30.00 Per Month - ($15.00 per pmt)
$40.00 Per Month – ($20.00 per pmt)
$50.00 Per Month – ($25.00 per pmt)
$60.00 Per Month – ($30.00 per pmt)
$70.00 Per Month – ($35.00 per pmt)
$80.00 Per Month – ($40.00 per pmt)

3. Stipends will be paid semi-monthly for each approved employee or department head (will not be included on the third paycheck that is received twice each year). The cell phone stipend shall be removed by the department whenever an employee is on Administrative Leave with pay.

4. The cell phone stipend is considered supplemental income subject to IRS taxes and reporting requirements and will be processed through Payroll and will be included in the employee's gross income. Retirement contributions will also be deducted and matched in accordance with TCDRS.

5. Expenditures over the allowed stipend will not be reimbursed.

6. An approved cell phone stipend will not follow an employee if the employee changes positions.

7. Each department head or elected official is responsible for verifying and monitoring that their employees receiving a cell phone stipend has obtained the required service. Disciplinary action up to and including termination may result in an employee who receives a stipend and does not provide their department head or elected official with the proper documentation of cell phone service, if requested. Each department will maintain a list of cell phone numbers for those individuals with stipends for audit purposes.

8. To minimize the risk of incurring unpaid time worked, Offices and Departments should carefully monitor phone and e-mail access outside of scheduled time worked for non-exempt employees. Failure to comply with this policy may result in termination.

IX. COMMISSIONERS COURT

This order designates the Commissioners Court will meet on Tuesdays each month.

WHEREUPON MOTION MADE AND SECONDED, the ORDER ADOPTING THE AMENDED 2019/2020 WILLIAMSON COUNTY BUDGET ORDER was passed on a vote of ___ for, and ___ against on the 24th of September 2019.

This ORDER being adopted, the County Judge is authorized to sign the ORDER and the County Clerk is instructed to record the ORDER and the Budget in the official minutes of the Commissioners Court.

Attest:

_____	_____
Bill Gravell, County Judge	Nancy E. Rister, County Clerk

Section in Budget Order		
VII. ACCOUNTS PAYABLE - GENERAL PROCEDURES		**Notes**
a)	Any bill or invoice must be submitted to the County Auditor for payment within five (5) days of receipt by the Department. All expense reimbursements must be received in the County Auditor's office within sixty (60) days of the expenditure.	Duplicated in employee policy manual - page 19 in FY20 version and in training documents on Auditor's Portal
b)	Checks for payment of county obligations will be issued not later than 30 days after the date the invoice is received in the Accounts Payable department, pursuant to Texas Govt. Code Sec. 2251.021.	Removed from policy as this is state law per Texas Govt. Code Sec. 2251.021.
c)	Checks will be issued every Tuesday. When an issuance date falls on a holiday, checks will be issued on the first working day after the holiday.	Removed because this is based on when Commissioner Court is held, which generally would not be on a holiday. The check issuance/distribution schedule is also dependent on the Treasurer's Office.
d)	The cutoff day for receiving invoices for each check run will be Wednesday at 11am. The Accounts Payable department will endeavor to process invoices that are received from Friday to the following Thursday approximately 12-20 days after the invoice is received in our department.	Procedural related information that is outdated and changes based on the audits/workload for the week.
e)	Any invoice or expense reimbursement requiring additional review or signatures may cause delays in processing.	Procedural related information that is located in training material on the Auditor's Portal. See Accounts Payable training documents for Expense Reimbursements and Invoices.
f)	Manual checks will be issued in emergency situations only with the County Treasurer's approval.	State law - the Treasurer has to cosign on all checks, and payments require Commissioners Court approval. Also included in Accounts Payable Invoices training document, page 9, and Top 12 Issues/Actions with Accounts Payable Invoices, number 9.
g)	Purchase orders are required for ALL purchases of materials and supplies, pursuant with the Texas Local Government Code, Chapter 113, Section 901 and the County Purchasing Manual. The County Auditor's office will not process payment for an invoice without the required purchase order. Any expense incurred without the required Purchase Order must be submitted to the County Judge, along with the County Judge Approval Form, for his waiver of the Requisition requirement prior to submitting the expense to Accounts Payable for payment.	State Law and referenced in Purchasing Manual, Section 4, REQUISITIONS. Pages 19-21
h)	All Department Heads/County Officials shall ensure purchase requisitions are not created and approved in Oracle by the same individual.	Workflows are setup in Oracle that require separate individuals to enter and approve requisitions.
i)	Discrepancies between invoices & purchase orders should be brought to the attention of the Purchasing department before submitting to Accounts Payable.	Moved under the V - FINANCIAL POLICIES section of the Budget Order under a new subsection called 12 Financial – General Procedures, with UPDATE veribage below. Discrepancies between invoices & purchase orders should be brought to the attention of the vendor to resolve the discrepancy. If a purchase order needs to be corrected, please contact the Purchasing Department prior to sending the invoice to Accounts Payable for payment. Purchasing department before submitting to Accounts Payable.
j)	PO numbers should be included on the invoice from the vendor. If the PO number is not indicated, the department should include the PO on the invoice when submitting it to the Accounts Payable Department.	Procedural related information that is located in training material on the Auditor's Portal. See Accounts Payable Invoices training document, page 11.

k)	Invoices shall be submitted as a signed original or electronically. Do not submit both ways to avoid duplication of payment. Please include all relevant back up documents and signatures with the electronic copy.	Procedural related information that is already located in training material on the Auditor's Portal. Included in Accounts Payable Invoices training document, page 10, and Top 12 Issues/Actions with Accounts Payable Invoices, number 1.
l)	All authorizations and account coding should be made on the invoice.	Procedural related information that is already located in training material on the Auditor's Portal. Included in Accounts Payable Invoices training document, page 10, and Top 12 Issues/Actions with Accounts Payable Invoices, number 5.
m)	Approval signatures and account coding should not be made on the remittance portion of the invoice. If necessary, attach an additional sheet with approval authorization.	Procedural related information that is already located in training material on the Auditor's Portal. Included in Accounts Payable Invoices training document, page 10.
n)	If a PO is not required (Consult Purchasing Guide), and there is no invoice, please submit a check request form with appropriate documentation directly to Accounts Payable. Please note, in either circumstance there is a 12-20 day processing time from the date Accounts Payable receives the request.	Parts included in Purchasing Manual, Section 4, REQUISITIONS, C. Purchases not requiring a Purchase Order pages 20-21 and Accounts Payable Invoices training document, page 8.
o)	Any questions or extenuating circumstances should be directed to the Accounts Payable department.	Information to contact Accounts Payable for questions is included in most of the training documents on the Auditor's Portal.
p)	A request for reimbursement for an on-line expense (e.g., e-tickets or hotel deposit) must include a printout of the on-line/e-mail receipt which includes itemized documentation of the expense.	Procedural related information that is already located in training material on the Auditor's Portal. See Accounts Payable Travel Reimbursement Top 10, number 2 and 4. Also included in Accounts Payable Training document for P-Cards and Expense Reimbursments.
q)	Cell phone use will be reimbursed/paid according to the county cell phone policy.	Included in Budget Order - Williamson County Cell Phone Policy Section
r)	Any mailings sent by a county department or official using county funds must be in furtherance of legitimate county business and must comply with all state ethics rules and other laws and regulations.	Moved under the V - FINANCIAL POLICIES section of the Budget Order under a new subsection called 12 Financial – General Procedures
s)	All county meetings should be held in county facilities whenever feasible and such facilities are available. If the county meeting space is not available, other publicly owned facilities, such as those owned by cities, utility districts, or school districts, should be utilized as the rental of these facilities is often at little or no cost.	Moved under the V - FINANCIAL POLICIES section of the Budget Order under a new subsection called 12 Financial – General Procedures
t)	Transfer of funds **out** of the following line items will not be allowed: i) Training ii) Gasoline iii) Cell Phones iv) RCS Radio Fees	Moved under the V - FINANCIAL POLICIES section of the Budget Order under a new subsection called 12 Financial – General Procedures
u)	Transfer of funds **into** any of the above line items may be allowed.	Moved under the V - FINANCIAL POLICIES section of the Budget Order under a new subsection called 12 Financial – General Procedures
v)	Transfer of funds out of, within, or to the following line items will not be allowed, with the exception of line item 1107/Temp-Seasonal: i) Salaries- This pertains to salary line items that are budgeted based on position control. This includes object codes 1100, 1101, and 1105. Line item transfers between 8000 accounts and salary lines for the purpose of merit money allocation/re-allocation are permissible and will be placed on the agenda for Commissioners Court approval/review. ii) Fringe Benefits.	Moved under the V - FINANCIAL POLICIES section of the Budget Order under a new subsection called 12 Financial – General Procedures

w)	All recruitment items purchased must comply with Article III, section 52 of the Texas Constitution. Thus, the predominant purpose of any expenditures on recruitment materials must be to accomplish a "direct" public purpose and be in compliance with the provisions of this policy in order to ensure that Williamson County receives a return of public benefit from said expenditures. Williamson County recognizes the need to identify, recruit and hire qualified employees. i) Funds for recruitment items must be approved during the annual budget process. ii) Items must not state the name of any individual, but instead the name of the county and/or department or office. iii) "Give Away" items such as pens, pencils, etc. should not exceed $2.00 per item. iv) All purchases must follow procurement guidelines.	Moved under the V - FINANCIAL POLICIES section of the Budget Order under a new subsection called 12 Financial – General Procedures
Addendum Section - Non-Reimbursable Expense Policy		Entire section was moved to FY20 version of Employee Policy Manual - page 21, as well as new language related to civic organization dues.

Section in Budget Order			
V. PURCHASING – GENERAL PROCEDURES			
Bullet #	**FY19 Version**	**FY20 Proposed Version**	**Notes**
1	The purpose of this section is to facilitate the judicious expenditure of county dollars. This policy will provide consistent procedures for the acquisition of materials, supplies, and services required by Williamson County. The responsibility to adhere to all Purchasing policies rests with the employee, supervisor, department head, or elected officials who certifies conformance to them. Any questions related to conformance should be directed to the Purchasing Department prior to making a purchase.	Williamson County Purchasing and Procurement Card (P-Card) policies are intended to provide consistent procedures for the acquisition of materials, supplies, and services required by Williamson County. The responsibility to adhere to all Purchasing and P-Card policies rests with the employee, supervisor, department head, or elected officials who certifies conformance to them.	First sentence was eliminated (narrative). Final sentence was eliminated (also stated in revised Item 4 – redundant).
2	County purchasing policies must be strictly adhered to for all purchases and can be located on the SharePoint Purchasing Portal at: https://wilco365.sharepoint.com/purchasingportal. •County Purchase Requisitions and Purchase Orders must be submitted electronically. All Department Heads/County Officials shall ensure Purchase Requisitions are not created and approved in Oracle by the same individual. There must be a separation between Requisition originators and Requisition approvers. This is to ensure proper segregation of duties to prevent error and fraud. •All purchases for materials, supplies and services require Purchasing approval prior to placing the order. The preferred approval method is issuance of a Purchase Order but Procurement Cards (P-cards) may be used for specific situations. oPurchases $5,000 or greater require approval of the County Judge. •Requests for a Purchase Order after the order is placed will not be processed except for the following items: oRepair services (i.e. equipment repairs, vehicle repairs etc., includes purchase and/or replacement of any parts). Purchase Requisition must be entered as soon as possible after the purchase was made. oGoods and Services purchased during an emergency (i.e. public calamity). Requisition must be entered as soon as possible, after the purchase was made and the purchase must be exempted during the next possible Commissioners Court meeting •Purchases for supplies and materials for which a Purchase Order was not issued prior to the purchase must be approved by the County Judge. Please complete the County Judge Approval Form located on the Auditor's Portal for these purchases.	The Williamson County Purchasing Manual as well as other more detailed information directing specific purchasing procedures and processes can be located on the SharePoint Purchasing Portal at: https://wilco365.sharepoint.com/purchasingportal. This site provides county departments access to: a. Policies, Procedures and Manuals b. Training Materials c. Forms d. Guides and other tools to assist in the purchasing process	Language was reduced (by request) to direct users to Purchasing portal page which houses both Purchasing and P-Card policies and procedures. All language in FY19 Budget Order for this section is taken from those policies (redundant).

3	3.Procurement Cards (P-cards) may be utilized as an alternate purchasing method to Purchase Orders for small dollar purchases, registration fees, business travel and training. •P-card holders must adhere to the Williamson County Procurement Policy located in the Procurement Card Manual at the SharePoint Purchasing Portal at https://wilco365.sharepoint.com/purchasingportal. •Personal charges on the procurement card are strictly prohibited. •Cardholder and department head/elected official are responsible for verification of available budget funds before the purchase is made. •Purchases must adhere to all competitive procurement requirements and may not be split or segmented to avoid such requirements or credit limits. oPurchases $5,000 or greater require approval of the County Judge. •The procurement card monthly Expense Report and all receipts must be submitted to Accounts Payable within 5 business days of the statement close date. •The County Auditor's Office will audit Expense Reports monthly. Cardholder infractions will be addressed and may result in disciplinary action as recommended by County Auditor's Office. Level 1: Written documentation for file from cardholder and department head/elected official; may include cardholder retraining and/or reduction of credit limits. Level 2: Written documentation for file from cardholder and department head/elected official; cardholder account suspended for 90 days. Level 3: Account closed permanently; may include termination of employment based on severity of violation. •Repeated infractions may result in level escalation and management reserves the right to consider theft, fraud or intentional policy violations as a Level 3 infraction.	The County Auditor's Office will audit Expense Reports monthly. Cardholder infractions will be addressed and may result in disciplinary action as recommended by County Auditor's Office. Actions may include: a. Retraining b. Reduction of credit limits c. Suspension of account Theft, fraud or intentional policy violations may result in permanent closure of account or termination of employment, based on severity of violation.	Language was reduced (by Auditor's Office request). Disciplinary actions were revised from Levels 1/2/3 to more general language that allows Auditor's Office discretion. All language relative to do's/don'ts is contained in P-Card policy as referenced in Item 2.
4	Information for conducting purchases on behalf of Williamson County can be located on the intranet Purchasing Portal located at: https://wilco365.sharepoint.com/purchasingportal. This site provides county departments access to: a.Policies, Procedures and Manuals b.Training Materials c.Forms d.Guides and other tools to assist in the purchasing process	4.Any questions related to compliance with intent of county Purchasing Policies should be directed to the Purchasing Department prior to making a purchase. http://www.wilco.org/CountyDepartments/Purchasing	Language incorporated in revised Item 2.
5	5.Any questions related to compliance with intent of county Purchasing Policies should be directed to the Purchasing Department prior to making a purchase. http://www.wilco.org/CountyDepartments/Purchasing	No change	No change

Commissioners Court - Regular Session **35.**

Meeting Date: 03/03/2020

Trauma-Focused Equine-Assisted Therapy fo Justice System Involved Youth Resolution

Submitted By: John Pelczar, Juvenile Services

Department: Juvenile Services

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the approval of the Trauma Focused Equine-Assisted Therapy for Justice System Involved Youth Resolution for Juvenile Services.

Background

Juvenile Services is applying for second year grant funding through the Office of the Governor-Criminal Justice Division to continue the Trauma Focused Equine-Assisted Therapy Program. The department plans to continue contracting with Pecan Creek Ranch to provide the therapy to Williamson County youth and families involved with the juvenile justice system. The goal of the program is to promote healing from trauma, build resilience, and encourage successful community re-integration. Services will occur at WCJS for youth in the CORE Residential Treatment Program, and also at Pecan Creek Ranch for youth in the community. Eligibility for the program is determined through criteria established and by WCJS and Pecan Creek Ranch and focuses on youth who may not be responding to traditional talk therapy. The department is requesting $52,320 in grant funds and there is no match requirement.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Equine Therapy Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/27/2020 10:34 AM
Form Started By: John Pelczar		Started On: 02/27/2020 10:09 AM
Final Approval Date: 02/27/2020		

TRAUMA FOCUSED EQUINE-ASSISTED THERAPY FOR JUSTICE SYSTEM INVOLVED YOUTH RESOLUTION

STATE OF TEXAS
COUNTY OF WILLIAMSON

On this the 3rd day of March 2020, a duly called and lawfully convened meeting of the Williamson County Commissioners Court was held in the City of Georgetown, pursuant to the Texas Open Meetings Act. A quorum of the members were present, to wit:

(Insert names of Commissioners Court Members Present)

Bill Gravell	Valerie Covey
Cynthia Long	Terry Cook
Russ Boles	

Where, among other matters, came up for consideration and adoption the following Resolution:

Whereas, the Williamson County Commissioners Court finds it is in the best interest of the citizens of Williamson County, that Williamson County Juvenile Services accept funding for the General Juvenile Justice and Delinquency Prevention Program Grant, Trauma Focused Equine-Assisted Therapy for Justice Involved Youth, Grant Number 3816602; and

Whereas, the Williamson County Commissioners Court has considered the proposed application for State and Federal Assistance for said project, in the amount of $52,320.00 to be submitted to the Office of the Governor, Criminal Justice Division, Fund JJDP Program; and

Whereas, the Williamson County Commissioners Court agrees in the event of loss or misuse of the Criminal Justice Division funds, the Williamson County Commissioners Court assures that the funds will be returned to the Criminal Justice Division in full; and

Whereas, the Williamson County Commissioners Court has agreed that a designation of the title of an authorized official who is given the power to apply for, accept, reject, alter, or terminate a grant is hereby identified as the Williamson County Judge.

Therefore, Be It Resolved that the Williamson County Commissioners Court approves submission of the grant application for the General Juvenile Justice and Delinquency Prevention Program, Trauma Focused Equine-Assisted Therapy for Justice Involved Youth, Grant Number 3816602, to the Office of the Governor, Criminal Justice Division.

The foregoing Resolution was lawfully moved by _____, duly seconded by _____, and duly adopted by the Williamson County Commissioners Court on a vote of _____ members for the motion and _____ opposed.

Bill Gravell, Jr.
Printed Name of Williamson County Judge

_____
Signature of Williamson County Judge

March 3, 2020
Date Signed

Commissioners Court - Regular Session **36.**

Meeting Date: 03/03/2020

Habitat Conservation Planning Assistance Grant Proposal

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

Department: Parks

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to authorize the Williamson County Conservation Foundation to apply for a Habitat Conservation Planning Assistance Grant though Texas Parks and Wildlife and the U.S. Fish and Wildlife Service.

Background

The Williamson County Conservation Foundation (WCCF) is seeking approval to apply for approximately $1 million for a Habitat Conservation Planning Assistance Grant to amend the existing Regional Habitat Conservation Plan (RHCP) to add/benefit five species (Proposed Species) and for other conservation enhancements.

Adding the Proposed Species as Covered Species under the RHCP will ensure coordinated ESA compliance with respect to activities that may result in take, reduce the economic and administrative burden on the County and County projects, USFWS, project proponents, and other federal, state, and local agencies required to ensure against unauthorized take of the Proposed Species and against jeopardizing the continued existence of said species; and reduce the economic burden to individual landowners by allowing them to obtain take coverage under the County and Foundation's Permit through participation in the RHCP. Meanwhile, the RCHP will provide important scientific and critical conservation benefits to the Proposed Species and their habitats.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Grant management request - WCCF

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/27/2020 10:37 AM
Form Started By: Gary Boyd		Started On: 02/26/2020 04:01 PM
Final Approval Date: 02/27/2020		

Grant Title/Project Name:	Habitat Conservation Planning Assistance Grant
Department:	Williamson County Conservation Foundation
Requestor:	Gary Boyd
Contact Email:	gboyd@wilco.org
Contact Phone Number:	512-943-1921
Start Date:	1/1/2021
End Date:	1/1/2023
Please select request category:	Planning assistance
Describe the purpose of the grant in detail to include all requirements.	The Williamson County Conservation Foundation (the"Foundation") on behalf of Williamson County (the "County") (collectively) seek a Habitat Conservation Planning Assistance grant to fund scientific research and administrative efforts to add five listed species - (common names shown here) Georgetown salamander, Salado salamander, Jollyville Plateau salamander, Tooth Cave spider, Coffin Cave mold beetle (differentiate as B. cryptotexanus) (collectively, Proposed Species) - as covered species under the existing Williamson County Regional Habitat Conservation Plan (RHCP). The RHCP was developed by the permittees in support of an individual take permit (Permit), which was issued to Permittees by the U.S. Fish and Wildlife Service (USFWS) in October 2008 pursuant to section 10(a)(1)(B) of the Endangered Species Act (ESA). The Permit currently authorizes take of five listed species (common names here): Golden-cheeked warbler, Black-capped vireo, Bone Cave harvestman, and the Coffin Cave mold beetle (differentiated here as B. texnus)(collectively Covered Species) issued by the USFWS to the County and the Foundation in 2008, already provides conservation benefits to the Proposed Species, but does not provide incidental take coverage. Adding the Proposed Species to the RHCP and amending the associated incidental take permit would ensure coordinated conservation of the Proposed Species and incidental take coverage for public and private activities throughout the County (and the permit area) for the duration of the permit. The funding would not only be used for scientific research and community education and outreach, but also for the development of specific conservation actions in the RHCP to be implemented by incidental take permittees, including measures futhering the potential for recovery of listed karst invertebrates, as outlined in the Recovery Plan for Endangered Karst Invertebrates in Travis and Williamson Counties, Texas (USFWS, 1994). Specific results and benefits Amending the RHCP would likely involve formulation of multiple approaches to conservation of the Proposed Species, including but not limited to avoidance and minimization (e.g., through proven and defined best management practices); mitigation of potential take of the Proposed Species through implementation of preservation (including habitat preservation), and potentially restoration, and/or enhancement measures; and implementation and compliance monitoring. • Develop a strategy for calculating and monitoring the potential amount of incidental take that would be authorized under the Amendment; • Research and identify avoidance and minimization measures specific to the Proposed Species to be included in the Amendment;

- Develop a strategy for minimizing impacts to and preserving Proposed Species' habitat within the RHCP area, including protecting water quality for the Salamander Species, and for minimizing habitat fragmentation, to be included in the Amendment;
- Develop strategies for mitigating impacts of authorized take of the Proposed Species to be included in the Amendment;
- Develop a program for monitoring and reporting and adaptive management strategies specific to the Proposed Species; and
- Achieve compliance with the requirements for the development of regional habitat conservation plans by governmental entities pursuant to Chapter 83 of the Texas Parks and Wildlife Code (Chapter 83), including, but not limited to, the appointment and convention of a Biological Advisory Team and Citizens Advisory Committee, and compliance with open meetings, open records, and public notice and hearing requirements, as described in more detail below.

Amending the RHCP to include the Proposed Species as Covered Species would provide a significant benefit to the Proposed Species, to ecosystem conservation, to USFWS from an administrative perspective, and to the County and its constituents.

The funding will be used for coordination among relevant public agencies and stakeholders, baseline data collection, effects analyses, stakeholder outreach, including any required under Chapter 83, preparation of the draft RHCP amendment, and coordination with USFWS to process the Amendment and the amendment to the Permit. Relying on the expertise of the County, Foundation, and its RHCP team, the approach to amending the RHCP and applying for a Permit amendment specifically will include at least the following tasks:

- Working with USFWS and TPWD, develop a specific scope for development of the Amendment and NEPA documentation;
- Identifying and reviewing existing scientific information about the Proposed Species' distribution, occurrence, ecology, and any ongoing conservation efforts, as well as identifying various conservation strategies to meet the needs of the Proposed Species and the goals of the County and Foundation;
- Develop a process for input and establish a Citizen's Advisory Committee (CAC) to the extent required pursuant to Texas law that would include representative interests from the community and other stakeholders. The County and Foundation expect this

	committee would be comprised of approximately [insert] representatives, including representatives from one or more of the following public or private entities: USFWS, TPWD, Texas Department of Transportation, Texas Commission on Environmental Quality, the County, the City of Georgetown, [others? Board of Realtors? Conservation group such as Hill Country Conservancy or The Nature Conservancy? School Districts?]; • Develop a process for scientific input and, to the extent required under Chapter 83, establish a Biological Advisory Team (BAT) that would include experts on the Proposed Species and conservation biology, including one member appointed by TWPD, one member appointed by landowner members of the CAC, and other local technical experts; • Review initial results of the Amendment development process (i.e., goals, objectives, opportunities, and recommendations) and solicit comments from the CAC and BAT, if applicable; • Identify and describe actions within the County a) that are likely to result in incidental take of the Proposed Species and b) that are reasonably certain to occur over the life of the Permit, and develop support for method of assessing take of Proposed Species, including but not limited to developing appropriate surrogates where expressing the number of individual species taken is not practicable; • With assistance from USFWS and the BAT and CAC, as applicable, develop a mitigation program that will minimize and mitigate impacts of the take of Proposed Species to the maximum extent practicable; • Incorporate CAC and BAT comments, if applicable, on the various components of the Amendment, and establish the general framework for the same, including covered area, solidification of list of Proposed Species, goals and objectives, likely conservation strategies, monitoring and reporting, and funding; • In coordination with USFWS, begin the NEPA process; • Introduce the concept of the Amendment and present the framework to the general public with public meetings and notices through local media, and solicit additional comments; • Fine-tune Amendment framework and prepare a first draft of the Amendment, with assistance of the CAC and BAT, as appropriate, for initial review and comment by USFWS; • If requested, prepare preliminary draft of NEPA document for initial USFWS review and comment; • Prepare second draft of Amendment and NEPA documentation addressing USFWS comments, with guidance from the CAC and BAT, if applicable; • Hold second round of public meetings and update public notices to describe the conservation program, answer questions, and gather comments; • Finalize the Amendment and draft NEPA document, complete the application for Permit amendment, and submit the package of materials to USFWS for coordination and processing. • Provide final report to TPWD within 90 days after completion of the last grant segment.
Select the type of grant your department is applying for:	Federal
What is the amount of the grant?	$1,000,000.00
Please provide a breakdown of the total cost above.	The total budget is still in development but specific numerical values will be available by March 2. Pursuant to TPWD requirements, a $5,000.00 TPWD administrative fee will be charged to the federal share. The County and Foundation propose to provide at least a 25% cost share, or $_____.00 for the cost of completing the RHCP amendment, Permit amendment application, and NEPA documentation, with the federal government providing no more than 75% in grant funds, or $_____.00 (including TPWD fee)

	Budget. 1. - Prepare and process complete Permit amendment application package, including RHCP amendment, Permit amendment application, and Implementing Agreement, if required. — $ 000,000.00 2. - Prepare and process NEPA document, including any required public scoping or public meetings, review and incorporate public comments, and process through finalization of NEPA process. — $ 000,000.00 3. - Complete section 7 consultation. — $ 00,000.00 4. - TPWD Administrative Fee. — $ 5,000.00 - Total Project Cost — $ 000,000.00 - Federal Share — $ 000,000.00 (75%) - Non-federal Share — $ 000,000.00[1] (25%) [1] NOTE: In previous applications for local governments, we have indicated that a portion cost share will be in the form of work performed by County employees.
Is there a match requirement?	Yes
What is the source of the match?	WCCF equity balance AKA WCCF investment corpus

Does the grant cover the cost of the request 100%?	Yes
If not, how much is left unpaid?	
What is the plan to obtain grants/funds for the remaining amount?	
List other similar assets in the County and/or region and if they are available for use?	
How is this asset request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	
How often do these events occur?	
Identify the number of personnel required to operate this asset and/or be available for the function where it is to be used? How much time is required of those personnel? What is the cost of the personnel?	
Where will the asset be stored?	
What is the useful life of the asset?	
Will a replacement be requested from general funds when useful life has been exhausted?	
Will other agencies be billed for the use of this asset (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this asset require insurance coverage?	
If yes, what is the estimate of asset insurance coverage?	
Will this asset require on-going maintenance? Please describe the maintenance required along with an estimate for these costs.	
How will this asset be funded when the grant ends?	
What is the impact if the grant is not received?	
New Personnel position is:	
Where will this position office?	
Who will this position report to?	
What tasks will this position perform? Include the five primary functions and the percentage of time spent to be spent on each function.	
Will this position take over tasks from current County employee?	
If yes, please explain the impact to current employee.	
How will this position be funded when the grant ends?	
Does this position or a similar position currently exist within the department?	
If “yes” how many of these similar positions exist	

Describe any alternatives considered to achieve desired outcome in lieu of a position (i.e. equipment, software, technology or change in business practice).	
Describe how workload will be accomplished/re-allocated should grant not be approved.	
List other similar items in the County and/or region and if they available for use?	This is for an amendment/appendment to the County's existing RHCP.
How is this item request different from any similar assets currently in the County and/or region?	Complimentary to the County's existing RHCP.
What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	No current County assets meet this purpose.
Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	Existing Foundation Staff
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	N/A
Where will the item be stored?	N/A
What is the useful life of the item?	In general permits issued by USFWS are for multi-decadal terms; the current permit runs through 2038.
Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this item require insurance coverage?	No
Will this item require any form of licensing?	No
Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	N/A; funding beyond the Amendment/Appendment will be provided under the existing Foundation funding sources.
How will this item be funded when the grant ends?	N/A; funding beyond the Amendment/Appendment will be provided under the existing Foundation funding sources.
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	Buegetary impact is already incorporated into existing agreements between the County and the Foundation.
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?	Streamline project design and construction - Road Bond Program
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	No
If yes, how much is the match amount?	25%
ID	45
Version	2.0
Attachments	False

Created	2/26/2020 3:47 PM
Created By	Gary Boyd
Modified	2/26/2020 4:17 PM
Modified By	Gary Boyd

Commissioners Court - Regular Session **37.**

Meeting Date: 03/03/2020

WC - ESD#7 EMS ILA

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding the approval of an Interlocal Agreement between Williamson County and Williamson County Emergency Services District #7 for the establishment of EMS and personnel housing at Station #2.

Background

This establishes an Interlocal Agreement with Williamson County ESD#7 for establishing EMS housing at ESD #7 Station #2. This agreement has been reviewed by Williamson County legal and approved by ESD #7.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ILA

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	02/25/2020 08:50 AM
County Judge Exec Asst.	Andrea Schiele	02/25/2020 02:27 PM
Form Started By: Michael Knipstein		Started On: 02/25/2020 07:44 AM
Final Approval Date: 02/25/2020		

INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY AND THE WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 7 FOR ESTABLISHING EMS AMBULANCE HOUSING AT WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 7

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into by and between Williamson County, a political subdivision of the State of Texas (the "County"), and Williamson County Emergency Services District No. 7, a political subdivision of the State of Texas ("Williamson County ESD #7"), for establishing housing of one County Emergency Medical Services Ambulance in a fire station that is owned and operated by Williamson County ESD #7. The County and Williamson County ESD #7 are referred to collectively herein as the "Parties," or individually as a "Party."

WITNESSETH:

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for governmental functions and services, including police protection services; public health and welfare; records center services; administrative functions; and other governmental functions in which the contracting Parties are mutually interested in order to provide a governmental function or service that each Party to the contract is authorized to perform individually;

WHEREAS, Section 791.001 of the Government Code provides that the Parties are authorized to contract or agree to perform governmental functions and services to increase the efficiency and effectiveness of their respective local governments;

WHEREAS, Williamson County ESD #7 has constructed an emergency services station known as Florence Fire Department Station #2, which will house fire and emergency medical services personnel and equipment (the "Station");

WHEREAS, the Parties have a mutual interest in the use of the Station and the Parties wish to use the Station in cooperation with one another for the provision of emergency services and to increase the efficiency and effectiveness of their respective local governments; and

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

I. TERMS AND CONDITIONS

A. Primary Obligations of Williamson County ESD #7. Williamson County ESD #7 agrees to provide the County with the following:

1. One enclosed vehicle housing bay at the Station for one County Emergency Medical Services (hereinafter "EMS") response vehicle;

2. Williamson County ESD #7 shall provide to County EMS personnel the sole use of

two bedrooms, one office, an area in bay for oxygen storage, and heated and cooled storage room for medical supplies at the Station; and

3. Williamson County ESD #7 agrees to provide to County EMS personnel the usage of the shared facilities in the Station, which shall include but not be limited to the dining area, day room(s), kitchen, laundry, supply closets, restrooms (bath/showers and toilets) as well as all amenities within the Station.

B. Consideration. The County agrees to pay the *total* amount of Three Hundred Thousand and 00/100 Dollars ($300,000.00), inclusive of prior funding agreements for this project, to Williamson County ESD #7 for establishing the housing of one EMS response vehicle in the Station and for the County's use of the Station for the entire term of this Agreement, as set forth herein. The said consideration shall only be applied towards the acquisition and construction costs and expenses associated with the Station and the provision of space for the housing of County's EMS response vehicle and personnel. Williamson County ESD #7 hereby agrees and acknowledges that no other payments or other remuneration of funds, present or future, shall be due from the County beyond those contained within this Agreement. The County agrees to provide improvements to the areas identified above to be solely occupied by the County's EMS crew.

C. Term. This Agreement shall be effective from the date of execution and continue for as long as the County intends to actively maintain County EMS services or County EMS Ambulance personnel at the Station.

D. Termination of Use of the Station. The terms and conditions of this Agreement shall not apply to any new location of the Station in the event Williamson County ESD #7 ceases to use the Station for the provision of emergency services or conveys it to a third party so that it can no longer be used to station the County EMS response vehicle, and this Agreement shall automatically terminate upon such event. However, the Parties agree to cooperate on the relocation of any County response vehicle and personnel to other facilities utilized by Williamson County ESD #7 in the event Williamson County ESD #7 ceases to use the Station and County can no longer utilize the Station for its purposes at no further expense to the County. In such case that any County response vehicle and personnel are relocated to other facilities utilized by Williamson County ESD #7, Williamson County ESD #7 must provide the items set forth under Section II. A. above to the County at such other facilities. If Williamson County ESD #7 conveys the station to a third party so that it can no longer be used by Williamson County ESD #7 or the County for the provision of services contemplated herein, and Williamson County ESD #7 has no other facilities available to allow for the stationing of one County response vehicle and personnel, Williamson County ESD #7 shall pay to the County THREE HUNDRED THOUSAND AND 00/100 DOLLARS ($300,000.00) from the proceeds of any sale of the Station.

E. Removal of County's Improvements. Upon the termination of this Agreement, County may remove its personal property and any of the improvements that the County made to the Station so long as the removal of such improvements does not unreasonably damage the Station; provided, however, the County shall be obligated to repair any damage that may be

caused by the removal of its improvements.

F. Condition of the Station. Williamson County ESD #7 shall maintain and repair, as necessary, the Station's roof, foundation, parking, grounds, common areas, the structural soundness of the exterior walls, building exterior, electrical systems, plumbing systems, HVAC system and all amenities within the Station. The County shall be responsible for keeping the areas that are solely used by it in a clean and neat condition. The County and Williamson County ESD #7 shall work in cooperation with one another in keeping the commonly used areas clean and neat.

G. Utilities and Service. Williamson County ESD #7 shall provide and maintain, at its sole cost, the mains, conduits and other facilities necessary to supply water, gas, electricity, telephone service and sewage service to the Station. If any of the equipment or machinery necessary or useful for the provision of any utility services breaks down or for any cause ceases to function properly, Williamson County ESD #7 shall use reasonable diligence to repair the same promptly. Williamson County ESD #7 hereby agrees to pay the costs associated with all utilities supplied to the Station.

H. Default. Either Party's failure to comply with any provision of this Agreement shall be considered a default. In the event that either Party defaults under this Agreement, the non-defaulting Party shall give the defaulting Party written notice specifying such default. If the defaulting Party has not cured such default within thirty (30) days after its receipt of such written notice, or, if the default cannot with due diligence be cured within a 30-day period and the defaulting Party has not commenced and proceeded diligently to cure such default, then the non-defaulting Party may terminate this Agreement. It is not a waiver of default if the non-defaulting Party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies that may be available in this Agreement and/or under the law. Williamson County ESD #7 and the County have a duty to mitigate damages.

II. GENERAL PROVISIONS

A. Payments. Any payment made by a Party pursuant to this Agreement shall be made out of current revenues available to said Party as required by the Inter-Local Cooperation Act.

B. Approval by Governing Bodies. This Agreement has been approved by the governing bodies of Williamson County and of Williamson County ESD #7.

C. 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.

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

WILLIAMSON COUNTY ESD #7:
President JOHN FENOGLIO
Williamson County Emergency Services District No. 7
Address PO BOX 523
Address FLORENCE, TX 76527

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

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

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

F. Dispute resolution. The parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation under the Commercial Mediation rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. Any mediation under this Agreement shall be conducted in Williamson County, Texas or another convenient location to the Parties, if agreed to by both Parties. All costs involved in the mediation shall be borne equally between the parties, except that each party shall bear its own

attorney's fees. Nothing herein is intended to prevent either party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

G. Termination for Convenience.

1.) The County may terminate this Agreement for convenience and without cause or further liability upon ninety (90) days written notice to the Williamson County ESD #7.

2.) Following the expiration of five (5) years from the date of final completion of construction of the Station, the ESD No. 7 may terminate this Agreement for convenience with or without cause or further liability upon one hundred eighty (180) days written notice to County, and the ESD No. 7 subject to the reimbursement provision set forth in Paragraph III, Subsection (H) of this Agreement.

3.) All parties to the contract may terminate upon written mutual consent signed and dated by all parties to this agreement setting forth the agreed upon date of termination.

H. Reimbursement of Funds. Despite the agreed upon financial contribution by the County set forth in a separate agreement for the construction and establishment of the facility, ESD NO. 7 agrees to return a pro rata portion of funds to the County of the monies distributed to ESD NO. 7 if the Parties fail to achieve the intended long-term relationship or ESD NO. 7 exercises its termination for convenience option after the expiration of five (5) years from the date of final completion. Specifically, one half of the County's financial contribution or $150,000.00 must be returned by ESD No. 7 if it exercises termination for convenience or opts out in year six (6), and each subsequent year will be reduced by $30,000.00 in reimbursement obligation by ESD No. 7 if it exercises its termination for convenience or opts out in years seven through ten (7-10) as follows: ESD No. 7 shall reimburse the County $120,000.00 if it exercises termination for convenience or opts out in year seven (7); ESD No. 7 shall reimburse the County $90,000.00 if it exercises termination for convenience or opts out in year eight (8); ESD No. 7 shall reimburse the County $60,000.00 if it exercises termination for convenience or opts out in year nine (9); and ESD No. 7 shall reimburse the County $30,000.00 if it exercises termination for convenience or opts out in year ten (10) without completing the final tenth year of a desired long-term relationship.

I. No Third-Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the Parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

J. Relationship of the Parties. Each Party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees, volunteers, or agents of one Party shall not be deemed or construed to be the employees, volunteers, or agents of the other Party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense, right, or immunity available at law or in equity to the Parties, their past or present officers, employees, or agents, volunteers, or employees, nor to create any legal rights or claim on behalf of any third Party. The Parties do not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental or sovereign immunity under the laws of the State of Texas and of the United States.

L. Entire Agreement. This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each Party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF EITHER PARTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE GOVERNING BODIES OF THE PARTIES.

EXECUTED TO BE EFFECTIVE this_____day of_____, 2019.

Authorization

The authorized representatives of the Parties enter into the above-described Agreement.

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, County Judge

_____
Date

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 7

By: _____
President John Fenoglio

February 20, 2020
Date

Commissioners Court - Regular Session **38.**

Meeting Date: 03/03/2020

FY20 Capital Improvement Program

Submitted By: Emmeline Hawkins, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to approve the projects and budgets for 2020 Capital Improvement Program and the 2015 Certificate of Obligation.

Background

The FY 2020 General Fund Budget includes funding of $9,800,000 for the Capital Improvement Plan from a combination of cash ending and levy. Remaining balances from FY20 CIP projects total $1,356,247.59 and 2015 Certificate of Obligation unallocated total $627,326.42. The 2015 CO has a covenant that only allows for the monies to be used on construction, improving, renovating, purchasing any necessary land and equipping County buildings and facilities.

Attachments include the CIP Request List and the Financial Reports that provide the details for the CIP Program and 2015 Certificate of Obligation to facilitate a discussion.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Financial Reports

CIP Request List

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/27/2020 09:52 AM
County Auditor (Originator)	Emmeline Hawkins	02/27/2020 11:41 AM
County Auditor (Originator)	Emmeline Hawkins	02/27/2020 12:09 PM

Form Started By: Emmeline Hawkins Started On: 02/27/2020 09:33 AM

Final Approval Date: 02/27/2020

Summary of Cash End Projects as of February 29, 2020

Project	Project Name	Revenue	Budget	Actual Cost	Commitment Amount	Total Cost	Available Balance	Notes
			2017 CIP					
P468	NICE EQUIPMENT UPGRADE	$ 167,384.37	$ 191,706.17	$ 167,384.37	$ 24,321.80	$ 191,706.17	$ -	
P512	M11 Ambulance Station	$ 15,536.50	$ 100,000.00	$ 15,536.50	$ 84,463.50	$ 100,000.00	$ -	
P513	Hutto Ambulance Station	$ -	$ 300,000.00	$ -	$ 300,000.00	$ 300,000.00	$ -	
P514	Granger CTTC Shower Remodel	$ 105,483.16	$ 250,000.00	$ 147,964.29	$ 102,035.71	$ 250,000.00	$ -	
P515	Justice Center - Court Room	$ 146,667.22	$ 390,018.27	$ 162,172.22	$ 167,827.78	$ 330,000.00	$ 60,018.27	
			2018 CIP					
P469	Justice Center Server Backup Room	$ 212,511.77	$ 650,000.00	$ 212,511.77	$ 29,443.43	$ 241,955.20	$ 408,044.80	
P471	FLORENCE TOWER SITE	$ 2,027,714.51	$ 2,200,000.00	$ 2,027,807.21	$ 3,840.00	$ 2,031,647.21	$ 168,352.79	
P473	Public SafetyVehicle/Body Cams	$ 1,188,780.74	$ 1,190,127.54	$ 1,188,780.74	$ 1,346.80	$ 1,190,127.54	$ -	
P475	Expo Concession & Restrooms	$ 3,526.00	$ 819,000.00	$ 169,814.82	$ 649,185.18	$ 819,000.00	$ -	
P476	Jail Security	$ -	$ 400,000.00	$ -	$ 20,000.00	$ 20,000.00	$ 380,000.00	
P509	ESOC Training Room Remodel	$ 741,054.61	$ 750,000.00	$ 741,054.61	$ -	$ 741,054.61	$ 8,945.39	
P515	Justice Center - 1st Floor Court Room	$ -	$ 909,981.73	$ -	$ -	$ -	$ 909,981.73	
P518	SOTC Range Wall Replacement	$ 20,990.00	$ 23,523.26	$ 20,990.00	$ 10.00	$ 21,000.00	$ 2,523.26	
			2019 CIP					
P411	JAIL PLUMBING	$ 110,616.07	$ 457,155.73	$ 197,623.82	$ 184,138.30	$ 381,762.12	$ 75,393.61	
P432	Jail Master Plan	$ -	$ 125,000.00	$ -	$ 125,000.00	$ 125,000.00	$ -	
P433	Historic Court House Boiler	$ 126,022.00	$ 250,000.00	$ 126,022.00	$ -	$ 126,022.00	$ 123,978.00	
P508	SO - Lott Building Remodel	$ -	$ 14,334.27	$ -	$ -	$ -	$ 14,334.27	
P514	Granger CTTC Shower Remodel	$ -	$ 250,000.00	$ -	$ 250,518.59	$ 250,518.59	$ (518.59)	
P516	Pct 4 Hutto Office Finish Out	$ 41,074.00	$ 361,000.00	$ 41,074.00	$ 13,681.00	$ 54,755.00	$ 306,245.00	
P518	SOTC Range Wall Replacement	$ -	$ 321,476.74	$ -	$ -	$ -	$ 321,476.74	
P519	JJC - Smith Branch Mitigation	$ 117,883.15	$ 5,000,000.00	$ 117,883.15	$ 502,321.90	$ 620,205.05	$ 4,379,794.95	
P520	Audio/Visual Updates CO Crt	$ 589,703.30	$ 609,000.00	$ 592,711.97	$ 10,567.12	$ 603,279.09	$ 5,720.91	
P521	Audio/Visual Updates Dist Crt	$ 572,933.27	$ 577,000.00	$ 572,933.27	$ 1,895.00	$ 574,828.27	$ 2,171.73	
P523	JP4 Technology Upgrade	$ 425,143.25	$ 500,000.00	$ 459,711.12	$ -	$ 459,711.12	$ 40,288.88	
P524	Parking Garage Assessment	$ 147.39	$ 50,000.00	$ 147.39	$ -	$ 147.39	$ 49,852.61	
P526	Jail Boiler	$ -	$ 750,000.00	$ -	$ 489,679.00	$ 489,679.00	$ 260,321.00	
P529	Prime Site #2	$ -	$ 1,306,247.59	$ 946,647.00	$ 184,600.59	$ 1,131,247.59	$ 175,000.00	
P531	A/V Updates Historic Courthouse	$ -	$ 60,000.00	$ -	$ 49,863.00	$ 49,863.00	$ 10,137.00	
P532	Audio/Visual Updates Grand Jury	$ -	$ 54,000.00	$ -	$ 50,636.94	$ 50,636.94	$ 3,363.06	
	Justice Center Remodel	$ -	$ 2,250,000.00	$ -	$ -	$ -	$ 2,250,000.00	
			2020 CIP					
P529	Prime Site #2	$ -	$ 943,752.41	$ -	$ -	$ -	$ 943,752.41	
P530	Children's Advocacy Center	$ -	$ 5,500,000.00	$ -	$ -	$ -	$ 5,500,000.00	
P533	Juvenile Justice Center - HVAC System	$ -	$ 5,500,000.00	$ -	$ -	$ -	$ 5,500,000.00	
		$ 6,613,171.31	$ 33,053,323.71	$ 7,908,770.25	$ 3,245,375.64	$ 11,154,145.89	$ 21,899,177.82	

2013 Park Bond as of February 29, 2020

Project	Project Name	Revenue	Budget	Actual Cost	Commitment Amount	Total Cost	Available Balance	Notes
P315	RIVER RANCH COUNTY PARK	$ 11,859,104.38	$ 11,859,104.38	$ 7,738,254.23	$ 3,695,524.40	$ 11,433,778.63	$ 425,325.75	
P316	BLACKLAND HERITAGE PHASE	$ 14,196.87	$ 14,196.87	$ 3,537.50	$ -	$ 3,537.50	$ 10,659.37	
P321	Champion Park Ph 2	$ 373,393.23	$ 373,393.23	$ 366,969.47	$ 3,543.76	$ 370,513.23	$ 2,880.00	
P419	Brushy Creek Trail PH V	$ 3,815,824.40	$ 3,815,824.40	$ 3,292,488.80	$ 727,774.65	$ 4,020,263.45	$ (204,439.05)	*Grant funds not reflected
P444	Park Land Acquisition	$ 3,353,185.09	$ 3,353,185.09	$ 2,023,690.10	$ -	$ 2,023,690.10	$ 1,329,494.99	
P447	Hike & Bike Trail Pct. 2	$ 406,827.62	$ 406,827.62	$ -	$ -	$ -	$ 406,827.62	
P448	Hike & Bike Trail Pct. 3	$ 2,926,480.00	$ 2,926,480.00	$ 16,343.00	$ 17,560.00	$ 33,903.00	$ 2,892,577.00	
P454	Bagdad Trail	$ 400,000.00	$ 400,000.00	$ 255,273.95	$ 139,358.05	$ 394,632.00	$ 5,368.00	
P465	Interpretive Center	$ 1,163,254.00	$ 1,163,254.00	$ 250,395.80	$ 1,250,936.67	$ 1,501,332.47	$ (338,078.47)	*Grant funds not reflected
P474	Expo Horse Stall Barn	$ 2,908,216.00	$ 2,908,216.00	$ 567,295.45	$ 2,111,877.58	$ 2,679,173.03	$ 229,042.97	
P475	Expo Concession & Restrooms	$ 9,734.00	$ 9,734.00	$ -	$ 9,133.97	$ 9,133.97	$ 600.03	
P500	2013 PARK NON-DEPARTMENTA	$ 979,836.50	$ 979,836.50	$ 632,237.15	$ -	$ 632,237.15	$ 347,599.35	Unallocated
				Closed Projects				
P207	TWIN LAKES OVERNIGHT CAM	$ 1,351,500.00	$ 1,351,500.00	$ 1,351,500.00	$ -	$ 1,351,500.00	$ -	
P320	SW REG PARK PAVILION	$ 922,413.93	$ 922,413.93	$ 922,413.93	$ -	$ 922,413.93	$ -	
P418	Wilco Expo Center	$ 10,717,423.37	$ 10,717,423.37	$ 10,717,423.37	$ -	$ 10,717,423.37	$ -	
P445	Comprehensive Park Master Plan	$ 98,887.06	$ 98,887.06	$ 98,887.06	$ -	$ 98,887.06	$ -	
P464	Expo RV Park Site	$ 1,446,851.23	$ 1,446,851.23	$ 1,446,851.23	$ -	$ 1,446,851.23	$ -	
				$ 29,683,561.04	$ 7,955,709.08	$ 37,639,270.12	$ 5,107,857.56	

2015 CO as of February 29, 2020								
Project	**Project Name**	**Revenue**	**Budget**	**Actual Cost**	**Commitment Amount**	**Total Cost**	**Available Balance**	**Notes**
P322	RR Building/WCHD/355 Tx Ave	$ 4,000,000.00	$ 4,000,000.00	$ 3,775,617.15	$ 32,581.62	$ 3,808,198.77	$ 191,801.23	
P323	SO Training Building	$ 9,220,000.00	$ 9,220,000.00	$ 8,692,302.07	$ 22,669.36	$ 8,714,971.43	$ 505,028.57	
P324	North Campus Improvements	$ 24,916,688.00	$ 24,916,688.00	$ 23,439,998.83	$ 951,248.43	$ 24,391,247.26	$ 525,440.74	
P325	Georgetown Annex Building	$ 17,276,320.67	$ 17,276,320.67	$ 17,251,464.42	$ 11,739.61	$ 17,263,204.03	$ 13,116.64	
P356	2015 CO NON-DEPARTMENTAL	$ 1,305,494.77	$ 1,305,494.77	$ 678,168.35	$ -	$ 678,168.35	$ 627,326.42	Unallocated
P431	JP 4 Repairs and Modifications	$ 650,000.00	$ 650,000.00	$ -	$ -	$ -	$ 650,000.00	
P434	Inner Loop Annex Modifications	$ 4,770,000.00	$ 4,770,000.00	$ 282,902.34	$ 4,243,508.32	$ 4,526,410.66	$ 243,589.34	
P435	Animal Shelter Expansion Ph I	$ 3,043,142.00	$ 3,043,142.00	$ 2,385,469.68	$ 536,598.99	$ 2,922,068.67	$ 121,073.33	
P470	SO Gun Range Ammo Building	$ 150,000.00	$ 150,000.00	$ 48,391.83	$ 30,217.09	$ 78,608.92	$ 71,391.08	
P512	M11 Ambulance Station	$ 175,000.00	$ 175,000.00	$ -	$ 85,843.47	$ 85,843.47	$ 89,156.53	
P528	JJC - Restroom/Water Fountain	$ 200,000.00	$ 200,000.00	$ -	$ -	$ -	$ 200,000.00	
				Closed Projects				
P436	Granger Simulcast Upgrade	$ 1,900,000.00	$ 1,900,000.00	$ 1,900,000.00	$ -	$ 1,900,000.00	$ -	
P525	ESOC - Chiller	$ 130,000.00	$ 130,000.00	$ 130,000.00	$ -	$ 130,000.00	$ -	
				$ 58,584,314.67	$ 5,914,406.89	$ 64,498,721.56	$ 3,237,923.88	

CAPITAL IMPROVEMENT PLAN 2020

Item #	Reference #	Year Proj. needs Funding	PROJECT	Total Cost	9/10/2019	9/17/2019	9/24/2019	2/11/2020
			EMERGENCY SERVICES	**$ 9,739,074**	**$ 130,000**	**$ -**	**$ 2,250,000**	**$ -**
0120	1015-15-0120	2015	M42 Taylor Ambulance Station (Move to possible different location out of flood plain)	$ 1,250,000				
0140	0583-15-0140	2015	Prime Site #2 / Create redundant backup to Prime #1	$ 2,448,000			$ 2,250,000	
0191	0581-20-0191	2020	9-1-1 Training and Education Expansion Project	$ 1,911,074				
0192	0587-20-0192	2021	ESOC - Dynamic System Resilience (Motorola) / New Wilco Building or ESOC Expansion	$ 4,000,000				
		2020	ESOC - Replace (1) Chiller	$ 130,000	$ 130,000			
			INFORMATION TECHNOLOGY SERVICES	**$ 5,000,000**	**$ -**	**$ -**	**$ -**	**$ -**
0220	0503-19-0220	2025	ERP Purchase/Upgrade	$ 5,000,000				
			PARKS	**$ 4,340,000**	**$ -**	**$ -**	**$ -**	**$ -**
			Items included in Park Bond to be voted November 2019:					
0345	0510-17-0345	2017	*Berry Springs Maintenance Yard & Building*	$ 400,000				
0350	0510-17-0350	2017	*Berry Springs Waterless Restroom for Trail (2 units $135k)*	$ 270,000				
0365	0510-17-0365	2017	*SW WCRP Waterless Restroom for Trail (2 units $135k)*	$ 270,000				
0312	1047-16-0312	2016	*EXPO - Covered Arena Widening Project*	$ 200,000				
0377	1047-18-0377	2018	*EXPO - Wind Block Hanger Style Doors*	$ 1,000,000				
0383	1047-19-0383	2019	*EXPO - Maintenance Building*	$ 400,000				
0340	0510-17-0340	2017	Berry Springs - Heritage / Visitor Center	$ 800,000				
0385	0560-20-0385	2020	SO - Park Patrol Headquarters Bldg in River Ranch	$ 400,000				
0382	1047-18-0382	2018	EXPO - Electronic Events Sign	$ 200,000				
0384	1047-19-0384	2019	EXPO - North Access Road from Bill Pickett Trail	$ 400,000				
			FLEET	**$ 2,700,000**	**$ -**	**$ -**	**$ -**	**$ -**
4011	1026-19-4011	2019	Fleet Parts Room expansion	$ 400,000				
4029	1026-19-4029	2019	Fleet Heavy Equipment Shop	$ 2,300,000				
			BUILDINGS	**$ 58,300,700**	**$ -**	**$ -**	**$ 5,500,000**	**$ -**
4090	0214-20-4090	2020	New Space - Precinct 4 Commissioner Office	$ 650,700				
0485	0509-18-0485	2018	New Space - New Administration Building	$ 30,000,000				
4016	0509-19-4016	2019	New Space - County Records Building	$ 5,000,000				
4087	1006-20-4087	2020	New Space - WCCHD Round Rock Texas Ave Annex Building: 25,000sqft New Building	$ 7,500,000				
4088	1064-20-4088	2020	New Space & Remodel - Children's Advocacy Center: 12,000sqft New Building	$ 5,500,000			$ 5,500,000	
0435	1051-15-0435	2015	Remodel - Carquest space - County owned bldg. into offices and large meeting room	$ 600,000				
0402	1005-15-0402	2020	Remodel - Round Rock Annex Building A: Remodel to bring up to standards	$ 2,525,000				
0405	1006-15-0405	2020	Remodel - Round Rock Annex Building B: Remodel to bring up to standards	$ 2,525,000				
0407	1000-15-0407	2020	Remodel - Repair Historic Court House Terracotta: replace all blocks banding balconies	$ 1,000,000				
0412	1032-15-0412	2024	Remodel - Pct. 2 Cedar Park Annex 2-Story addition on back	$ 3,000,000				
			SHERIFF'S OFFICE / CORRECTIONS	**$ 20,615,942**	**$ 750,000**	**$ -**	**$ -**	**$ -**
			SO/Jail MasterPlan currently in review:					
0459	1008-18-0459	2018	*SO - Secure HQ parking with new gates / window screens*	$ 500,000				

CAPITAL IMPROVEMENT PLAN 2020

Item #	Reference #	Year Proj. needs Funding	PROJECT		Total Cost	9/10/2019	9/17/2019	9/24/2019	2/11/2020
0475	1008-18-0475	2018	*SO - Gym - Improve Air Quality*		$ 300,000				
4024	1008-19-4024	2019	*SO - East Side Parking Lot Expansion*		$ 500,000				
4030	1008-19-4030	2019	*SO - Front Reception Windows - Data*		$ 65,000				
4031	1008-19-4031	2019	*SO - Front Reception Windows - Warrants*		$ 65,000				
4080	0560-20-4080	2020	*SO - Upgrade Evidence Intake Room*		$ 65,000				
0449	1008-18-0449	2018	*Jail - Jail Privacy Wall to Separate Booking Area*		$ 55,000				
0455	1008-18-0455	2018	*Jail - Jail Headquarters Expansion (where handicap parking is) - more space (Design)*		$ 500,000				
4033	1008-19-4033	2019	*Jail - Jail Design and Construction - fourth floor buildout*		$ 12,000,000				
4082	1008-20-4082	2020	*Jail - Covering Recreational Yards*		$ 250,000				
0471	0560-18-0471	2018	SOTC - Training Center Perimeter Wall and Fence		$ 375,000				
0468	0560-18-0468	2018	SOTC - Driving Track and Skid Pad at Firearms Range for training		$ 1,500,000				
4025	0560-19-4025	2019	SOTC - Bullet Trap		$ 131,000				
4014	0560-19-4014	2019	SOTC - Obstacle Course at SOTC by landfill		$ 130,000				
4023	0560-19-4023	2019	SOTC - Shoot House		$ 900,000				
4019	1008-19-4019	2019	Jail - Parking Garage Repair - $50k Assessment approved FY19 - *RFQ in process*		$ 600,000				
4081	1008-20-4081	2020	Jail - Water Softener (needs to be replaced with Hot Water System)		$ 500,000	$ 750,000			
4083	1008-20-4083	2020	Jail - Hot Water System (needs to be replaced to include Water Softener)		$ 400,000				
4084	1008-20-4084	2020	Jail - Replace Flooring		$ 379,942				
4085	1008-20-4085	2020	Jail - Security Camera Addition and Upgrade		$ 400,000				
4086	1008-20-4086	2020	Jail - Add Additional Elevator - North Side		$ 500,000				
4090	1008-20-4090	2020	Jail - Remodel for PreTrial Services		$ 500,000				
			JUSTICE CENTER		**$ 5,769,112**	**$ -**	**$ -**	**$ -**	**$ -**
4044	1009-16-4044	2016	Justice Center - Employee Breakroom Addition 1st Floor		$ 150,000				
4004	1009-19-4004	2019	Justice Center - Remodel Second floor into County Courts		$ 3,700,000				
4048	1009-19-4048	2019	Justice Center - Remodel Basement - Vacated Space into CA/other offices		$ 850,000				
			Justice Center - Security Assessment:						
4089	1009-20-4089	2020	*Justice Center - Body Scanners ($300k ea.)*		$ 900,000				
4078	1009-20-4078	2020	*Justice Center - S.O. Security Improvements: Glass Turnstiles*		$ 96,898				
4079	1009-20-4079	2020	*Justice Center - S.O. Command Center*		$ 72,215				
			JUVENILE JUSTICE CENTER		**$ 94,750,000**	**$ -**	**$ -**	**$ 200,000**	**$ 2,000,000**
0425	1045-15-0425	2015	Juvenile Justice Center - Restroom facilities & Water Fountain on Obstacle Course/Marching field		$ 250,000			$ 200,000	
4007	1045-19-4007	2019	Juvenile Justice Center - Additional Detention Capacity		$ 60,000,000				
4007a	1045-19-4007a	2020	Juvenile Justice Center - HVAC system replacement		$ 2,500,000				$ 2,000,000.00
4008	1045-19-4008	2019	Juvenile Justice Center - Additional Residential Capacity		$ 18,000,000				
4049	1045-19-4049	2019	Juvenile Justice Center - Construct Family Court		$ 14,000,000				
			EXISTING PROJECTS / UNFUNDED COMPONENTS		**$ 588,254**	**$ -**	**$ 413,254**	**$ 175,000**	**$ -**
0110	1066-15-0110	2020	M11 Round Rock Ambulance Station - Additional Bay shortage based on design analysis		$ 175,000			$ 175,000	
		2020	River Ranch projected shortfall for the Interpretive Center project		$ 413,254		$ 413,254		

CAPITAL IMPROVEMENT PLAN 2020

Item #	Reference #	Year Proj. needs Funding	PROJECT		Total Cost	9/10/2019	9/17/2019	9/24/2019	2/11/2020
Notes: This is a continually growing document with estimated costs at time of request.									
Reported as of February 11, 2020			**TOTAL COUNT**	**63**	**$ 201,803,082**	**$ 880,000**	**$ 413,254**	**$ 8,125,000**	**$ 2,000,000**
			Available Funds to Allocate			$ 13,156,247.59	$ 12,276,247.59	$ 11,862,993.59	$ 3,737,993.59
			Remaining Balance	**54**		**$ 12,276,247.59**	**$ 11,862,993.59**	**$ 3,737,993.59**	**$ 1,737,993.59**

Commissioners Court - Regular Session **39.**

Meeting Date: 03/03/2020

NACO BA Rev 03.03.20

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

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.370500	Miscellaneous Revenue	$85.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/27/2020 10:43 AM
Form Started By: Melanie Denny		Started On: 02/24/2020 03:26 PM
Final Approval Date: 02/27/2020		

Commissioners Court - Regular Session **40.**

Meeting Date: 03/03/2020

NACO BA Exp 03.03.20

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

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0630.004921	Co Wide Rx Disc Card Program	$85.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/27/2020 10:56 AM
Form Started By: Melanie Denny		Started On: 02/24/2020 03:27 PM
Final Approval Date: 02/27/2020		

Commissioners Court - Regular Session **41.**

Meeting Date: 03/03/2020

SO Victims Assistance BA Rev 03.03.20

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

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Gina Weesner serves as a Sheriff's Office VA volunteer and wanted to make a cash donation to the VA Division in the amount of $100.00.

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/27/2020 11:13 AM
Form Started By: Melanie Denny		Started On: 02/25/2020 03:16 PM
Final Approval Date: 02/27/2020		

Commissioners Court - Regular Session **42.**

Meeting Date: 03/03/2020

So Victims Assistance BA Exp 03.03.20

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

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Gina Weesner serves as a Sheriff's Office VA volunteer and wanted to make a cash donation to the VA Division in the amount of $100.00.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0560.003671	Use of VA Donations	$100.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/27/2020 11:13 AM
Form Started By: Melanie Denny		Started On: 02/25/2020 03:17 PM
Final Approval Date: 02/27/2020		

Commissioners Court - Regular Session **43.**

Meeting Date: 03/03/2020

Parks Donation BA Rev 03.03.20

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

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Donations include a $2,229.00 donation for memorial bench for Geri Blancken and $210 in donations for firewood and Berry Springs Park from various patrons.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367403	Park Donation	$2,439.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/27/2020 11:14 AM
Form Started By: Melanie Denny		Started On: 02/25/2020 03:18 PM
Final Approval Date: 02/27/2020		

Commissioners Court - Regular Session **44.**

Meeting Date: 03/03/2020

Parks Donation Exp 03.03.20

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

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Donations include a $2,229.00 donation for memorial bench for Geri Blancken and $210 in donations for firewood and Berry Springs Park from various patrons.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0510.003670	Use of Donations	$2,439.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/27/2020 11:15 AM
Form Started By: Melanie Denny		Started On: 02/25/2020 03:18 PM
Final Approval Date: 02/27/2020		

Commissioners Court - Regular Session **45.**

Meeting Date: 03/03/2020

Debt Service 2020 Refunding LIT 03.03.20

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

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider approving a line item transfer for the Debt Service Fund.

Background

To recognize the debt service related proceeds and the associated expenditures for the 2020 Limited Tax Refunding and Park Bonds and the 2020 Unlimited Tax Road Bonds.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0600.0600.006629	Series 10 Ltd Tax Refund - Int	$177,700.00
From	0600.0600.006630	Series 11 Unl Tax Road - Int	$41,325.00
To	0600.0600.006650	Series 20 Refund & Park - Int	$219,025.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/27/2020 11:27 AM
Form Started By: Melanie Denny		Started On: 02/26/2020 01:51 PM
Final Approval Date: 02/27/2020		

Commissioners Court - Regular Session **46.**

Meeting Date: 03/03/2020

Debt Service 2020 Refunding BA Exp 03.03.20

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

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

To recognize the debt service related proceeds and the associated expenditures for the 2020 Limited Tax Refunding and Park Bonds and the 2020 Unlimited Tax Road Bonds.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0600.0600.004098	Pymt to Refunding Escrow Agent	$11,652,168.05
	0600.0600.004099	Bond Issuance Costs	$83,529.60
	0600.0600.006649	Series 20 Unl Road - Int	$5,043,964.44
	0600.0600.006650	Series 20 Refund & Park - Int	$693,437.22

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/27/2020 11:28 AM
Form Started By: Melanie Denny		Started On: 02/26/2020 01:51 PM
Final Approval Date: 02/27/2020		

Commissioners Court - Regular Session **47.**

Meeting Date: 03/03/2020

Debt Serivce 2020 Refunding BA Rev 03.03.20

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

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

To recognize the debt service related proceeds and the associated expenditures for the 2020 Limited Tax Refunding and Park Bonds and the 2020 Unlimited Tax Road Bonds.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0600.0000.370400	Proceeds Fm Bond/CO Issuances	$10,538,047.88
	0600.0000.370401	Premium Fm Bond/CO Issuances	$1,201,004.95

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/27/2020 11:29 AM
Form Started By: Melanie Denny		Started On: 02/26/2020 01:52 PM
Final Approval Date: 02/27/2020		

Commissioners Court - Regular Session **48.**

Meeting Date: 03/03/2020

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

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/20/2020 10:07 AM
Form Started By: Vicky Edwards		Started On: 02/20/2020 09:59 AM
Final Approval Date: 02/20/2020		

Commissioners Court - Regular Session **49.**

Meeting Date: 03/03/2020

PaveTex Contract Amendment No 1

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Contract Amendment No 1 under Williamson County Contract for Engineering Services between PaveTex Engineering & Testing Inc. and Williamson County dated January 10, 2017, for On Call Geotechnical Engineering and Materials Testing. Funding source: 01.0200.0210.004160.

Background

This Contract Amendment No 1 will allow for an increase in the compensation cap from $300,000.00 to $325,000.00.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PaveTex Contract Amendment No 1

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Stanley Springerley	02/27/2020 08:48 AM
County Judge Exec Asst.	Andrea Schiele	02/27/2020 10:39 AM
Form Started By: Vicky Edwards		Started On: 02/24/2020 10:15 AM
Final Approval Date: 02/27/2020		

CONTRACT AMENDMENT NO. __1__
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
Geotechnical Engineering and Materials Testing **("Project")**

THIS CONTRACT AMENDMENT NO. _1_ to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **PaveTex Engineering & Testing, Inc.** (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective **January 10, 2017** (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to **$300,000.00;** and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

I. The Compensation Cap under Article 5 of the Contract is hereby increased from $300,000.00 to $325,000.00.

All other terms of the Contract are unchanged and will remain in full force and effect.

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

ENGINEER:

By: Sarah Tahmoressi
Signature

Sarah Tahmoressi
Printed Name

Executive V.P.
Title

2/21/2020
Date

COUNTY:

By: _____
Signature

Bill Gravell, Jr.
Printed Name

Williamson County Judge
Title

_____
Date

Commissioners Court - Regular Session **50.**

Meeting Date: 03/03/2020

PaveTex On Call WA4 Sup3

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 3 to Work Authorization No 4 under Williamson County Contract between PaveTex Engineering & Testing Inc. and Williamson County dated January 10, 2017 for On Call Geotechnical Engineering and Materials Testing. Funding source: 01.0200.0210.004160.

Background

This supplemental is to increase the maximum amount payable from $198,397.32 to $223,397.32.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PaveTex On Call WA4 Sup3

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Stanley Springerley	02/27/2020 08:48 AM
County Judge Exec Asst.	Andrea Schiele	02/27/2020 10:40 AM
Form Started By: Vicky Edwards		Started On: 02/24/2020 10:16 AM
Final Approval Date: 02/27/2020		

SUPPLEMENTAL WORK AUTHORIZATION NO. __3_
TO
WORK AUTHORIZATION NO. _4___

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
On Call Geotechnical Engineering and Materials Testing

This Supplemental Work Authorization No. _3__ to Work Authorization No. _4___ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **January 10, 2017** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **PaveTex Engineering & Testing, Inc.** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. __4__ dated effective July 31, 2018 (the "Work Authorization");

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

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

AGREEMENT

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

I. The maximum amount payable for services under the Work Authorization is hereby increased from **$198,397.32** to **$223,397.32**. 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: Sarah Tahmoressi
Signature

Sarah Tahmoressi
Printed Name

Executive V.P.
Title

2/21/2020
Date

COUNTY:

By: _____
Signature

Bill Gravell, Jr.
Printed Name

Williamson County Judge
Title

_____
Date

Attachment C – Work Schedule

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

Commissioners Court - Regular Session **51.**

Meeting Date: 03/03/2020

Martin Marietta Cement

Submitted For: Randy Barker **Submitted By:** Andrew Portillo, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding Portland Cement Type I/II for a term of one (1) year to Martin Marietta, per the lowest responsive quote received, pursuant to Texas Local Gov't Code, Section 262.0225(d) & Section 262.0245. and authorizing execution of the material quotation.

Background

A Portland Cement Type I/II solicitation was formally released under IFB #2726 and no bids were received. Texas Local Government Code Sections 262.0225(d) and 262.045 allow the Purchasing Agent to recommend procedures for obtaining necessary items where no competitive bids are received. A recommendation was made to the Road & Bridge Department to solicit and obtain three (3) written quotes for this service, as originally bid out. Three (3) vendors were solicited and only two (2) responded to the request. This response was evaluated by the Road & Bridge Department in the same manner as if it had been received during the initial bid process. Based upon the evaluation the department is recommending award to Martin Marietta. The material quotation must be executed by the Presiding Officer as it includes terms and conditions applicable to the purchase. Per policy this award is recommended for a term of one (1) year after which a new solicitation will be issued. The Department Point of contact is James Williams. Funding source is 01.0200.0210.003599.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	02/27/2020 10:17 AM
County Judge Exec Asst.	Andrea Schiele	02/27/2020 10:31 AM
Form Started By: Andrew Portillo		Started On: 02/27/2020 07:49 AM
Final Approval Date: 02/27/2020		

Material Quotation

Hunter Cement
7781 F.M. 1102
New Braunfels, TX. 78132
Telephone (512) 396-5882
email: dewitt.carnes@martinmarietta.com

Date: 2/26/2020
Project #: Williamson County Silo
Location: 3151 SE Inner Loop
County: Williamson
68 - Price expires 3/31/2020

Martin Marietta Materials propose to furnish the materials which are described below for the above referenced project subject to the Terms and Conditions listed herein:

MATERIAL DESCRIPTION	Quantity tons	Material Price/ton		Current FSC %	Spread Fee Per Load		Hunter
Hunter Type I/II Portland Cement Delivered	25	$132.22					
25 ton minimum freight							
Fuel Surcharge Subject to Fluctuate				5%			
Spread Fee Per Load					$150.00		
Wait time is $80.00/hour after 1 hour.							

***See Terms and conditions on following page

Hunter shipping hours 11 p.m. Sunday thru Saturday 2 p.m.
Katy shipping hours Monday - Friday 3 a.m. - 5 p.m. Saturday 5 a.m. - Noon.

*Please add $150.00/load for spreader bar.
Delivered pricing is provided for budgetary purposes only. Martin Marietta will make a diligent effort to provide trucking at the rate quoted but cannot be held liable due to trucking rate increases or inadequate delivery performance. In addition, due to increased volume on the UP Rail System, Martin Marietta cannot assume liability for any UP delays.

***Pricing based upon all quoted materials being purchased from Martin Marietta Materials. For individual pricing please contact your sales representative.**

****See Terms and Conditions Note 7**

Terms and Conditions:

1. This quotation will be valid for a period of time extending (30) days from the date set forth above. In order to make it a binding agreement, the Customer must accept all of its terms by signing and returning a copy to Martin Marietta within that period of time. Any quotation that is not signed and returned within thirty (30) days will lapse.
2. If the terms of this quotation are accepted, it will constitute an agreement under which Martin Marietta will sell the products shown to the Customer, and the Customer will purchase such products from Martin Marietta, for the prices indicated, over the next following 6 month(s), or longer period of time if agreed to by the parties in writing. **Note: As referenced in term (7) below, pricing may vary due to freight fuel surcharges or changes to haul rates.**
3. All products will meet the written specifications of the project referenced above, or, if no project is referenced, the customary specification of Martin Marietta for such products. No other specification will apply, including those relating to moisture. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.
4. All products will be delivered FOB destination of Martin Marietta indicated above, or as otherwise shown. Deliveries will occur in a manner that conforms to customary industry practice. If deliveries are to occur at a jobsite, a safe and secure delivery area must be provided by the Customer.
5. The Customer will be responsible for all compaction and other preparatory work required at the jobsite prior to the placement of the products shown. Martin Marietta will not be responsible for any problems that may arise if such preparatory work is not properly performed.
6. The prices set forth above are based upon the provisions of this quotation and the customary production and delivery practices of Martin Marietta. If the Customer hereafter requests action by Martin Marietta that is not customary, Martin Marietta will attempt to accommodate the request, subject to the following:
   A. If the Customer requests delivery FOB at the jobsite in trucks or trailers that are different from customary tractors with end or bottom dump trailers, Martin Marietta will attempt to comply with such request and, if successful, will add the then standard prices of Martin Marietta for such trucks or trailers to the purchase price.
   B. If the Customer requests deliveries of products at night, or on weekends or holidays, Martin Marietta will attempt to comply with such requests, subject to sufficient advance notice and a prior agreement with the Customer regarding additional charges for such services that will be added to the purchase price.
7. All pricing provided is FOB Destination. Delivery pricing is provided as an indication of delivery cost at the time of bid. MM makes no guarantees as to the cost or availability of delivery at the time of this quotation. Delivery pricing will be negotiated with successful bidder upon project delivery commencement; however, MMM cannot guarantee truck availability or firm haul rates during the duration of the quoted project even after

commencement.

Material pricing from all MMM Rail Facilities is subject to Rail Fuel Surcharge (RFS). PLEASE SEE ATTACHMENT A for RFS starting @ 4.00/gal. For estimating purposes, the haul rate on this quotation would have a TFS of 1.25% for every $0.10 of increase above $4.00/gal on the first Monday of the month. The determination of any TFS increase will be established from the average diesel price of the Gulf Coast States as reported at www.tonto.eia.doe.gov weekly retail on highway diesel prices. Demurrage charges will begin after the first hour of waiting at the delivery site and will be $50/hour per truck charged at 30 minute increments

8. The credit of the customer must be approved by Martin Marietta prior to delivery of any products.
9. All deliveries of products are subject to delays that may be experienced by Martin Marietta in connection with adverse weather conditions, strikes, war, governmental or court action, mechanical failures, inventory shortages, rail or truck transportation, and other similar events.
10. The Customer will be responsible for any taxes owed as a result of the sale of products hereunder unless the Customer provides Martin Marietta with a valid tax exemption certificate or other documentation properly indicating that such taxes should not be collected.
11. These terms shall control the sale and purchase of the products shown and, when this quotation is fully signed, will constitute the entire agreement. They may not be modified or altered in any way unless approved in writing by an authorized representative of Martin Marietta. Any acceptance by the Customer that changes or adds to these terms will not be effective.
12. No Waiver of Sovereign Immunity of Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of Customer, the Williamson County Commissioners Court or the Williamson County Judge.
13. Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, Customer will only be liable for it's pro rata share of services rendered and goods actually received.
14. Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services.
15. Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this contract.
16. Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.
17. Right to Audit: Martin Marietta agrees to that Customer or it's duly authorized representative shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Martin Marietta which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. Martin Marietta agrees that Customer shall have access during normal working hours to all necessary Martin Marietta facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Customer shall give Martin Marietta reasonable advance notice of intended audits.

DeWitt Carnes
Area Sales Manager

By:_____
Date:_____

Commissioners Court - Regular Session **52.**

Meeting Date: 03/03/2020

Variance Request

Submitted For: Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a variance request to the Williamson County Subdivision Regulations from Sonwest Co. for the Sonterra West Section 7 Phase 2A-1 subdivision – Precinct 3.

Background

Sonwest, Co., developer of the Sonterra West Section 7 Phase 2A-1 subdivision, is requesting a variance to the Williamson County Subdivision Regulations as discussed in their attached letter. Staff recommends approval.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Variance Request

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/27/2020 11:49 AM
Form Started By: Adam Boatright		Started On: 02/27/2020 11:40 AM
Final Approval Date: 02/27/2020		

February 26, 2020

From:
Andrew Bilger
Vice President
Sonwest, Co.
512-738-1411

To:
J. Terron Evertson, PE, CFM, DR
County Engineer
Williamson County, TX
tevertson@wilco.org
(512) 943-3330

Terron,

As previously discussed, Sonwest Co., a land development company currently developing Sonterra 7, Phases 2A-1, a condominium development in Jarrell, is requesting a variance(s) to the Williamson County Subdivision Regulations (Adopted October 24, 2017), under Section 10, titled Variances. This variance(s) is required to relieve the economic hardship due to past County direction concerning the process of County Review and Approval of condo development within Williamson County and satisfies the spirit of 'justice' within the Williamson County Subdivision Regulations under Section 10, Variances.

We request specific variance(s) to issues as discussed in the Williamson County Engineers Letter, dated December 12, 2019, now attached as Exhibit A, for Sonterra Section 7, Phase 2A-1, including but not limited to all variances and waivers addressed within the letter we specifically request the following variances from these Sections of the Williamson County Subdivision Regulations:

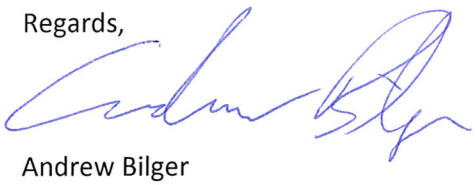
- Variance to Section 7.7
- Variance to Section 9.1
- Variance to Section 9.9
- Variance to Section B3.6.4
- Variance to Section B3.6.3
- Variance to Section B3.7.2
- Variance to Section B3.7.6
- Variance to Section B3.8.3
- Variance to Section B3.8.4
- Variance to Section B4, B5,B6,B7,B8,B9
- Variance to Section B8.1
- Variance to Section B11.2.4
- Variance to Appendix F2
- Variance to Appendix O
- Variance to Appendix H
- Variance to Hammerheads

Sonwest Co. hereby acknowledges Williamson County position that it understands that:

1. In the event the herein requested variances are granted, that such variances will only be applicable to the Sonterra Section 7, Phase 2A-1 condominium development in Jarrell and that all regulations of the Williamson County Subdivision Regulations will apply to all other developments developed by Sonwest Co. in Williamson County unless the Williamson County Commissioners Court should otherwise grant specific a variance for a particular development in accordance with the Williamson County Subdivision Regulations;
2. In the event the herein requested variances are granted, Williamson County will not be obligated or liable for the maintenance of any roadways, drainage or other improvements within the Sonterra Section 7, Phase 2A-1 and that such obligations shall rest solely on Sonwest Co., its successor, other governmental entity and/or the development's property/unit owners association but, in on event, on Williamson County; and
3. All other condominium developments (other than a development which is granted a variance) in Williamson County constitute a subdivision that shall comply in all respects with Williamson County Subdivision Regulations and the Williamson County Engineering Guidelines, and an application for plat approval of the such proposed subdivision shall be prepared and submitted to the Williamson County Commissioners Court in accordance with the terms and procedures set forth in the regulations.

Sonwest Co. requests to be on the March 3, 2020 Commissioners Court Agenda. We appreciate the County's work on this issue.

Regards,



Andrew Bilger
Sonwest Co.
512-738-1411

EXHIBIT A

From: Doug Woodall <doug.woodall@wilco.org>
Date: December 12, 2019 at 1:24:58 PM CST
To: Scott Foster <scott.foster@360psinc.com>
Subject: Sonterra Section 7, Phase 2A-1, Block 12, Lot 34 - Preliminary Plan Review Comments

Williamson County has completed review of the preliminary plans submission for Sonterra Section 7, Phase 2A-1, Block 12, Lot 34. Please reference the letter from the County Engineer concerning the applicability of Williamson County Subdivision Regulations (WCSR) to Condominium Developments. The letter states in part that a condominium development comprised of subdivided tracts of land is a subdivision within the meaning of the provisions for subdivision regulations in Chapter 232, Subsection A and E, regardless of whether the land is owned by a single owner or commonly owned by multiple owners. Chapter 82 of the Property Code does not supersede or supplant the provisions of the Chapter 232 Local Government Code subdivision requirements. Items not meeting WCSR would require a variance or correction to meet standards. For any variance request, each item that does not meet should be addresssed. The following comments are offered for your consideration:

General

- Once available, please forward a copy of the drainage report and the complete geotechnical report, including pavement recommendations, specific to this project, or reference the adjacent section that may have this information.
- Please include a signature block for Williamson County with date and a header that reads, "REVIEWED FOR COMPLIANCE WITH COUNTY REQUIREMENTS:"
- Please include a note on the cover sheet indicating the Certificate of Compliance Number once obtained (see plat note #17).
- Plans indicate private drives are proposed. Access to more than 3 lots requires construction of a road (public or private) meeting the requirements of the WCSR. If the roads are to be considers "private driveways" (assuming variances are approved), a driveway permit application should be submitted and the driveway permit number (date of issuance) should be shown on the cover sheet.
- Roads in private subdivisions must meet all County road standards. Therefore, plan review and inspection fees are applicable to PRIVATE subdivisions, as well (WCSR 9.1);
    - Based on the date of the revised preliminary plat, a plan review fee is applicable to this project unless otherwise waived in writing by the County Engineer. (WCSR Appendix O)
    - Unless otherwise waived in writing by the County Engineer, upon approval of the construction plans, before we can sign the cover sheet, the Owner shall pay an inspection fee in the amount of 2.5% of the estimated construction cost for the roads, drainage facilities and soil erosion, according to calculations sealed by a

Registered Professional Engineer. These calculations must be approved by the County Engineer (WCSR 7.7)

Private Roads

- Williamson County Subdivision Regulations (WCSR) Section 9.9 requires that the Owner shall provide a maintenance schedule for the roads to the County Engineer for approval prior to placement of the final plat on the Commissioners Court agenda for approval. The schedule shall include the maintenance activities, their cycle of occurrence, and the current cost of providing the maintenance activity. The total cost of the activities along with a rate of inflation shall be used to determine the annual assessment per lot.
- A note should be added to the cover sheet clarifying that the roads are private, that Williamson County will never accept or maintain the road unless they meet county standards in effect at the time of initial construction, and that the roads shall be maintained to a standard that will allow for emergency services access in perpetuity.

General Notes and Standard Sheets

- The plans must include the Williamson County pavement construction notes as found in Sections B4 through B9 of the Williamson County Subdivision Regulations.
- Please include a note stating, “ALL SIGNS AND PAVEMENT MARKINGS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (TxMUTCD)”.
- Please provide for street name signs with WHITE letters on a GREEN background.

P&P Sheet / Typical Section

- Please provide a roadway cross section showing pavement structure, maximum side slopes, base overbuild beyond the back or curb, etc.
- Please show proposed road names per WCSR 4.10 and 5.7.
- Please add a note that the contractor is to avoid installations or plantings in the overbuild.
- Minimum design speed for local roadways is 25 MPH (WCSR B3.6.4).
- The minimum width for urban local streets is 30 feet LOG/LOG, utilizing 6 inch barrier curb (WCSR B3.6.3)
- Private parking areas/spaces are not allowed along public streets (WCSR 9.1 & TTC 251).
- Dead end roads in residential developments that are not proposed to be extended at some time in the future and have a throat length of 150 feet or less shall have a cul-de-sac with a minimum right-of-way radius of 50 feet and a minimum pavement radius of 40 feet to LOG. Hammerhead design will not be allowed; however, alternate designs, such as landscape center islands, may be considered by the County Engineer to ensure a sufficient turnaround area is provided (WCSR B3.8.4)
- Please indicate building setback lines (WCSR Appendix F)
- “No Outlet” signs shall be placed at the entrance to the dead-end road (WCSR B3.8.3)
- Plans indicate mountable curb is proposed for this development. WCSR Appendix H allows for standard barrier curb and ribbon curb only.

Drainage

- On curb and gutter roadways, the roadway shall be designed so that no more than one half of one travel lane shall be inundated by the 10-year storm. Please provide calculations showing this requirement is met (WCSR B11.2.4).

If you have any questions or need additional information, please contact me by reply email or call bat (512)943-3336.

Commissioners Court - Regular Session **53.**

Meeting Date: 03/03/2020

Terracon On-Call Geotechnical Engineering Contract Amendment No 3

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Contract Amendment No. 3 to the Road Bond On-Call Geotechnical Engineering and Construction Materials Engineering/Testing Services contract between Williamson County and Terracon Consulting, Inc. relating to the 2013 Road Bond Program. Project: Varies by Work Authorization. Funding Source: Road Bonds.

Background

Amendment adds two sub-consultant rate sheets (Rodriguez Engineering Laboratories, LLC and PaveTex) to this contract. The rates are the same as the currently negotiated Williamson County rates for these services.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

RBOnCallGeotechnical-Terracon-ContractAmendment3

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/27/2020 10:23 AM
Form Started By: Marie Walters		Started On: 02/26/2020 06:28 PM
Final Approval Date: 02/27/2020		

RECEIVED
FEB 2 4 2020
BY: PSI

CONTRACT AMENDMENT NO. 3
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT: On-Call Geotechnical Engineering and Construction Materials Engineering/Testing Service **("Project")**

THIS CONTRACT AMENDMENT NO. 3 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Terracon Consultants Inc (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective December 7, 2014 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

I. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D (must be attached).

All other terms of the Contract are unchanged and will remain in full force and effect.

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

ENGINEER:

By: _____
Signature

James G. Bierschwale
Printed Name

Vice President
Title

2/24/2020
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

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EXHIBIT D

RATE SCHEDULE

Rodriguez Engineering Laboratories, LLC	Unit	Fees
1. Field Technician (2 hr. minimum)		
1.1 Soil Technician	Per hr	$55.00
1.2 Concrete Technician TxDOT or ACI Grade I	Per hr	$55.00
1.3 Asphalt Technician		
1.3.1 TxDOT Certified Technician (Level IA & IB)	Per hr	$55.00
1.3.2 TxDOT Certified Technician (Level II)	Per hr	$75.00
1.4 Senior Field Inspector	Per hr	$75.00
1.5 Structural Steel Technician		
1.5.1 CWI	Per hr	$90.00
1.5.2 NDT Level II	Per hr	$90.00
1.6. Bolting Inspection	Per hr	$90.00
1.7 NICET Level III	Per hr	$90.00
2. Field Testing Equipment (2 hr. minimum, technician time not included)		
2.1 Vehicle		
2.1.1 Vehicle (Within 50 miles from our office)	Per day	$50.00
2.1.2 Vehicle (More than 50 miles from our office)	Per mile	IRS Rate
2.2 Dye Penetrant – Magnetic Particle Supplies		At Cost
2.3 Ultrasonic Testing Equipment	Per hr	$23.00
2.4 Concrete Coring Equipment	Per hr	$39.00
2.4.1 Concrete Core Bit Charges		
2.4.1.1 3 inch diameter core	Per inch	$4.50
2.4.1.2 4 inch diameter core	Per inch	$5.50
2.4.1.3 6 inch diameter core	Per inch	$7.70
2.5 Heavy Falling Weight Deflectometer (20 Test-points minimum, Technician time not included)	Test Point	$20.00
2.6 Profilograph Testing (Technician time not included)	Day	$400.00
3. Testing of Soils and Base Materials		
3.1 Bulk Sample Pick-Up		
3.1.1 Inside the City of Austin ETJ (2 hrs or less tech time)	Per Trip	$110.00
3.1.2 Outside the City of Austin ETJ (2 hrs Minimum)	Per hr	$55.00
3.2 Field Nuclear Density (Without Technician Time (3 Minimum))	Per ea	$39.00
3.3 Sample Preparation (TEX-101-E)	Per ea	$68.00
3.4 Natural Moisture Content (TEX-103-E)	Per ea	$20.00
3.5 Sieve Analysis (TEX-110-E)	Per ea	$71.00
3.6 Atterberg Limits (Liquid and Plastic Limits) (TEX-104-E, TEX-105-E, TEX-106-E)	Per ea	$71.00
3.7 Percent Passing No. 200 Sieve (TEX-111-E)	Per ea	$46.00
3.8 Bar Linear Shrinkage of Soils (TEX-107-E)	Per ea	$60.00
3.9 Moisture Density Relationship (ASTM D 698) Standard Proctor Compaction Test)	Per ea	$253.00
3.10 Moisture Density Relationship (ASTM D 1557) (Modified Proctor Compaction Test)	Per ea	$253.00
3.11 Moisture Density Relationship (TEX-113-E) Compaction Test	Per ea	$253.00
3.12 Moisture Density Relationship (TEX-114-E Part I) Compaction Test	Per ea	$253.00
3.13 Moisture Density Relationship (TEX-114-E, Part II) Compaction Test	Per ea	$280.00
3.14 Texas Triaxial Compression Test on Base Material TEX- 117E, Part II; Including the		
3.15 Molding, Curing and Testing 8 Specimens	Per ea	$1,265.00
3.3 Sample Preparation (TEX-101-E)	Per ea	$55.00
3.5 Sieve Analysis (TEX-110-E)	Per ea	$71.00
3.6 Atterberg Limits (TEX-104-E, TEX-105-E, TEX-106-E)	Per ea	$71.00
3.8 Bar Linear Shrinkage of Soils (TEX-107-E)	Per ea	$60.00
3.11 Moisture Density Relationship (TEX-113-E) Compaction Test	Per ea	$253.00
3.16 Wet Ball Mill (TEX-116-E)	Per ea	$220.00

EXHIBIT D

RATE SCHEDULE

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Rodriguez Engineering Laboratories, LLC	Unit	Fees
3.17 Permeability/Conductivity of Silt or Clay (ASTM D 5084)	Per ea	$425.00
3.18 Sample Remolding	Per ea	$58.00
3.19 Soil Specific Gravity (TEX-108-E)	Per ea	$68.00
3.20 Soil Lime Compression Test (TEX-121-E), per specimen	Per ea	$74.00
3.21 Resistivity of Soils (TEX-129-E)	Per ea	$99.00
3.22 Lime Series Curve (ASTM D 4318)	Per point	$99.00
3.23 Stabilization Ability of Lime by Soil pH (TEX-121-E Part III) up to 6 Points	Per Each	$270.00
3.24 Field Gradation of Lime Soil (1.75, 0.75, No 4 Sieve), in addition to technician time	Per Point	$20.00
3.25 Soluble Sulfate Content (TEX-145-E)	Per ea	$95.00
3.26 pH of Soils (TEX-128-E)	Per ea	$65.00
3.27 Hydrometer Analysis (ASTM D 422) (Without mechanical sieve analysis)	Per ea	$104.00
3.28 Thickness Determination (Tex-140-E), in addition to technician time	Per ea	$18.00
4. Testing of Concrete and Aggregates		
4.1 Sample Pick-Up		
4.1.1 Inside the City of Austin ETJ (2 hrs or less tech time)	Per Trip	$110.00
4.1.2 Outside the City of Austin ETJ (2 hrs Minimum)	Per hr	$55.00
4.2 Aggregate Gradation (TEX-401-A)	Per ea	$71.00
4.3 Specific Gravity of Aggregate	Per ea	$55.00
4.4 Absorption of Aggregate	Per ea	$36.00
4.5 Unit Weight of Aggregate	Per ea	$36.00
4.6 Abrasion Test (TEX-410-A)	Per ea	$242.00
4.7 Decantation (TEX-406-E)	Per ea	$33.00
4.8 Organic Impurities, Tex-408-A	Per ea	$50.00
4.9 Soundness, Sodium or Magnesium, 5 cycles (Tex-411-A)	Per ea	$355.00
4.10 Concrete Cylinder Compressive Strength (TEX-418-A)	Per ea	$25.50
4.11 Beam Flexural Strength (TEX-420-A or TEX 448-A)	Per ea	$38.50
4.12 Coarse Aggregate Angularity	Per ea	$74.00
4.13 Fine Aggregate Angularity	Per ea	$74.00
4.14 Flat, Elongated Particles	Per ea	$74.00
4.15 Deleterious Materials (Clay Lumps/Friable Part I)	Per ea	$66.00
4.16 Crushed Face Count	Per ea	$75.00
4.17 Sand Equivalent (Clay Content), Tex-203-F	Per ea	$86.00
5. Testing of HMAC and Liquid Asphalt		
5.1 Bag Sample Pick-up From Source, Project, or Field Office		
5.1.1 Inside the City of Austin ETJ (2 hrs or less tech time)	Per Trip	$110.00
5.1.2 Outside the City of Austin ETJ (2 hrs Minimum)	Per hr	$55.00
5.2 Obtaining Field-cut Specimens		
5.2.1 0" to 6" Depth & 6" Ø, including patching & sample Preparation, 3 minimum)	Per ea	$93.50
5.2.2 > 6" to 10" Depth & 6" Ø, including patching & sample Preparation, 3 minimum)	Per ea	$104.50
5.2.3 > 10" to 14" Depth & 6" Ø, including patching & sample Preparation, 3 minimum)	Per ea	$137.50
5.2.4 > 14" Depth & 6" Ø, including patching & sample Preparation, 3 minimum)		$137.50
plus $5 per inch beyond 14"		$5.50
5.3 Specimen Molding by TGC, Tex-206-F (3 per set)	Per ea	$60.00
5.4 Specimen Molding by SGC, Tex-241-F (3 per set)	Per ea	$85.00
5.5 Bulk Density of Compacted Specimens, Tex-207-F, Part I (3 per set)	Per ea	$60.00
5.6 Hveem Stability, Tex-208-F (3 per set)	Per ea	$60.00
5.7 Asphalt Content by Extraction, Tex-210-F	Per ea	$161.00
5.8 Asphalt Content by Ignition Oven, Tex-236-F	Per ea	$161.00
5.9 Gradation of Aggregate from Extraction or Ignition, Tex-200-F	Per ea	$71.00

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EXHIBIT D

RATE SCHEDULE

Rodriguez Engineering Laboratories, LLC	Unit	Fees
5.10 Maximum Theoretical Specific Gravity, Rice Method (TEX-227-F)		
5.10.1 Bag Sample, Rice	Per ea	$50.00
5.10.2 Core Sample, Rice	Per ea	$60.00
5.11 Bulk Density of Core Specimens (Tex-207-F, Part I)	Per ea	$24.00
5.12 Bulk Density of Core Specimens (Vacuum Method) (Tex-207-F, Part I & VI)	Per ea	$60.00
5.13 Sand Equivalent, Tex-203-F	Per ea	$86.00
5.14 Micro Deval Abrasion (Tex-461-A)	Per ea	$220.00
5.15 Indirect Tensile Strength, Tex-226-F (Molding Not Included)	Per ea	$65.00
5.16 Residue by Evaporation	Per ea	$135.00
5.17 Boiling Stripping Test (Tex-530-C)	Per ea	$100.00
5.18 Hamburg Wheel Tracker (Tex-242-F)	Per ea	$500.00
5.19 Hamburg Wheel Tracker (Tex-242-F) (Molded by Client)	Per ea	$350.00
5.20 Cantabro Loss (Tex-245-F) (Molding Not Included)	Per ea	$100.00
5.21 Abson Recovery, Tex-211-F (Extraction Not Included)	Per ea	$214.00
5.22 Storage Stability (24 Hrs)	Per ea	$100.00
5.23 Density of Emulsified Asphalt (ASTM D6937)	Per ea	$65.00
5.24 Demulsibility (Anionic or Cationic Emulsions)	Per ea	$65.00
5.25 Viscosity (Brookfield or Saybolt)	Per ea	$55.00
5.26 Penetration	Per ea	$57.00
5.27 Ductility	Per ea	$91.00
5.28 Float Test	Per ea	$75.00
5.29 Elastic Recovery	Per ea	$75.00
5.30 Cement Mix	Per ea	$65.00
5.31 Softening Point (Ring and Ball)	Per ea	$91.00
5.32 Absolute Viscosity (Cutback Asphalt or Coal Tars)	Per ea	$57.00
5.33 Residue by Distillation (Cutback or Emulsified Asphalts)	Per ea	$135.00
5.34 Breaking Index (Asphalt Emulsions)	Per ea	$85.00
5.35 Sieve Test	Per ea	$40.00
6. Geotechnical Services		
6.1 Mobilization/Demobilization (Within 50 miles from our office), 2-Man Crew with Rig	Per ea	$250.00
6.2 Mobilization/Demobilization, 2-Man Crew with Rig (More than 50 miles from our office)	Per mile	$3.20
6.3 Vehicle (Water Truck, Pick-Up, etc.)		
6.3.1 Vehicle (Within 50 miles from our office)	Per day	$50.00
6.3.2 Vehicle (More than 50 miles from our office)	Per mile	IRS Rate
6.4 Technician (Drilling Support)		
6.4.1 Helper, Engineering Technician (Mobilization/Demobilization)	Per hr	$55.00
6.4.2 Logger, Senior Engineering Technician (Portal to Portal)	Per hr	$75.00
6.5 Drilling		
6.5.1 Auger or Wash Borings, Soil (Add $3.00/LF for drilling deeper than 50 ft)	Per LF	$15.00
6.5.2 Auger or Coring, Soft Rock	Per LF	$20.00
6.5.3 Rock Coring	Per LF	$22.50
6.6 Grout/Bentonite Backfill	Per LF	$4.50
6.7 Undisturbed Shelby Tube Sample	Per ea	$25.00
6.8 Standard Penetration Test	Per ea	$45.00
6.9 Texas Cone Penetration Test	Per ea	$45.00
6.10 Dynamic Cone Penetrometer (Without Technician time)	Per ea	$125.00
6.11 Unconsolidated/Consolidated Undrained Triaxial (Multiple Stage)	Per ea	$515.00
6.12 Consolidated Drained Triaxial (Multiple Stage)	Per ea	$750.00
6.13 Organic Content Determination	Per ea	$95.00

EXHIBIT D

RATE SCHEDULE

Rodriguez Engineering Laboratories, LLC	Unit	Fees
6.14 Consolidation Test	Per ea	$525.00
6.15 California Bearing Ratio (CBR) Test	Per ea	$485.00
6.16 Dry Unit Weight Test	Per ea	$35.00
6.17 Unconfined Compressive Strength Test	Per ea	$55.00
6.18 Traffic Control (Safety Cones and Signs)	Per day	$250.00
6.19 Traffic Control (Single Moving Lane Closure)	Per day	$880.00
6.20 Flagging Services (Incl. Equipment, Set-up, Two-man Crew)	Per day	$980.00
6.21 Patching Bores/Cores	Per ea	$25.00
6.22 Bulk Sample (Triaxial, Proctor, etc)	Per hr	$55.00
6.23 Cut & Excavate Test Pit on Pavement, Approx. 18"x18", Inc. Sampling	Per ea	$200.00
6.24 Standby Time (Drill Rig and Crew)	Per hr	$195.00
7. Engineering Consultation		
7.1 Principal	Per hr	$145.00
7.2 Senior Project Manager	Per hr	$130.00
7.3 Project Manager	Per hr	$115.00
7.4 Project Engineer	Per hr	$115.00
7.5 Senior Geologist	Per hr	$106.00
7.6 Laboratory Manager	Per hr	$106.00
7.7 Graduate Engineer	Per hr	$85.00
7.8 Senior Engineering Technician	Per hr	$75.00
7.9 Secretary/Clerical	Per hr	$48.00
8. Outside Services (Reimbursables)		At Cost
9. Subconsultants		At Cost

- Ø Minimum call-out charge for technician and equipment is 2 hours. Charges are accrued portal to portal.
- Ø The densities test unit rate is based on a minumum of 3 tests per trip.
- Ø Transportation charges are applicable for all field testing assignments including sample pick up but, if the technician is already at the job site, there is no sample pick up charges.
- Ø Subconsultants' fees shall be approved previous to work beginning.

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Exhibit D

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PAVETEX - Williamson County 2016 Price List

Field Technician	Unit	Unit Cost	
		Reg.	OT
1A	hr.	$58	$69
1B	hr.	$58	$69
Soils	hr.	$50	$61
Concrete	hr.	$50	$61
Nuclear Gauge Calibration	hr.	$75	
Concrete Plant/ Truck Inspection	hr.	$75	
Asphalt Distributor Calibration	hr.	$75	
Senior Professional Engineer	hr.	$195	
Professional Engineer	hr.	$145	
EIT	hr.	$85	
Project Manager	hr.	$98	
Administrative Assistant	hr.	$45	

Field Testing Equipment (2 Hr Min, Tech Time Not Included)	Unit	Unit Cost
HMAC Coring		
Coring Equipment Mobilization	trip	$75
0"-6" Depth & 6" ⌀ (incl. Patching & Sample Prep)	ea.	$95
> 6"-10" Depth & 6" ⌀ (incl. Patching & Sample Prep)	ea.	$110
> 10"-14" Depth & 6" ⌀ (incl. Patching & Sample Prep)	ea.	$150
> 14" Depth & 6" ⌀ (incl. Patching & Sample Prep)	ea.	$4/ in. over 14"
Concrete Coring		
Mileage- State Allowable Rate (Portal to Portal)	mile	IRS Rate
Concrete Coring Equipment	hr.	$55.00
Concrete Core Bit Charges		
3" Diameter Core	in.	$5
4" Diameter Core	in.	$6
6" Diameter Core	in.	$8
Traffic Control		at Cost

Soils & Aggregates (100-E Series)

Test For	Test Method	Unit	Unit Cost
Sample Preparation	Tex-101-E	ea.	$50
Moisture Content	Tex-103-E	ea.	$25
Atterberg Limits	Tex-104-E, 105-E & 106-E	ea.	$75
Linear Bar Shrinkage	Tex-107-E	ea.	$75
Sieve Analysis	Tex-110-E, Pt. 1	ea.	$55
Sieve Analysis	Tex-110-E, Pt. 2	ea.	$85
Moisture- Density Relationship	Tex-113-E	ea.	$350
Moisture- Density Relationship	Tex-114-E	ea.	$250
Wet Ball Mill	Tex-116-E	ea.	$250
Texas Triaxial Compression	Tex-117-E, Pt. 1	ea.	$1,100
Full Triaxial Testing *	* See Note	ea.	$1,700
Soil- Cement Testing	Tex-120-E, Pt. 1	ea.	$1,100
Soil- Cement Testing	Tex-120-E, Pt. 2	ea.	$300
Soil- Lime Testing	Tex-121-E, Pt. 1	ea.	$1,100
Soil- Lime Testing	Tex-121-E, Pt. 2	ea.	$300
Lime-Fly Ash Compression	Tex-127-E	ea.	$1,100

PAVETEX - Williamson County 2016 Price List

Soils & Aggregates (100-E Series)- Cont.			
Test For	**Test Method**	**Unit**	**Unit Cost**
Soil pH	Tex-128-E	ea.	$50
Resistivity	Tex-129-E	ea.	$300
Tube Suction Test	Tex-144-E	ea.	$100
Sulfate Content	Tex-145-E	ea.	$225
Conductivity of Soils	Tex-146-E	ea.	$25
Hydrometer Analysis	AASHTO T 88	ea.	$450
California Bearing Ratio	AASHTO T 193/ ASTM C 1883	ea. point	$300

** Full Triaxial Testing includes the following: Washed Gradation, Atterberg Limits, Moisture- Density Relationship, Wet Ball Mill & Texas Triaxial*

Bituminous (200-F Series)			
Test For	**Test Method**	**Unit**	**Unit Cost**
Dry Sieve Analysis	Tex-200-F, Part I	ea.	$50
Washed Sieve Analysis	Tex-200-F, Part II	ea.	$85
Bulk Specific Gravity & % Absorption	Tex-201-F	ea.	$85
Apparent Specific Gravity	Tex-202-F	ea.	$85
Sand Equivalent	Tex-203-F	ea.	$85
Mix Design	Tex-204-F	ea.	$2,500
Mixing	Tex-205-F	set of 3	$75
Molding (TGC)	Tex-206-F	set of 3	$60
Laboratory-Molded Density	Tex-207-F, Part I	set of 3	$40
In-Place Density (Core Testing)	Tex-207-F, Part I	ea.	$25
In-Place Density (Nuclear Method)	Tex-207-F, Part III (Min. of 3)	ea.	$30
In-Place Air Voids (Core Lock)	Tex-207-F, Part VI	set of 2	$75
Hveem Stability	Tex-208-F	set of 3	$120
Asphalt Content by Extraction & Gradation	Tex-210-F	ea.	$175
Asphalt Recovery from Abson Process	Tex-211-F	ea.	$250
Moisture Content	Tex-212-F	ea.	$25
Hydrocarbon Volatile Content	Tex-213-F	ea.	$100
Deleterious Material	Tex-217-F	ea.	$50
Decantation	Tex-217-F, Part II	ea.	$100
Flakiness Index	Tex-224-F	ea.	$100
Indirect Tensile Strength	Tex-226-F	ea.	$50
Theoretical Maximum Specific Gravity	Tex-227-F	ea.	$60
Drain-down Test	Tex-235-F	ea.	$75
Asphalt Content by Ignition Oven & Gradation	Tex-236-F	ea.	$175
Ignition Oven Correction Factors	Tex-236-F	ea.	$500
Hamburg Wheel-Tracking Test	Tex-242-F	ea.	$500
Cantabro Loss	Tex-245-F	ea.	$200
Overlay Test	Tex-248-F	ea.	$750
Flat and Elongated Particles	Tex-280-F	ea.	$100

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PAVETEX - Williamson County 2016 Price List

Concrete (400-A Series)			
Test For	**Test Method**	**Unit**	**Unit Cost**
Sieve Analysis of Fine and Coarse Aggregate & Fineness Modulus	Tex-401-A & Tex-402-A	ea.	$85
Saturated Surface-Dry Specific Gravity & Absorption of Aggregates	Tex-403-A	ea.	$85
Unit Weight	Tex-404-A	ea.	$85
Material Finer than 75 Micrometer (No. 200) Sieve in Mineral Aggregates (Decantation)	Tex-406-A	ea.	$100
Acid Insoluble Residue for Concrete Aggregate	Tex-406-A, Part III	ea.	$350
Organic Matter Content	ASTM D 5268	ea.	$100
Organic Impurities in Fine Aggregate for Concrete	Tex-408-A	ea.	$100
Los Angeles Abrasion	Tex-410-A	ea.	$300
Magnesium or Sodium Sulfate Soundness	Tex-411-A	ea.	$300
Concrete Cylinder Compressive Strength	Tex-418-A	ea.	$22
Concrete Flexural Beam Compressive Strength	Tex-419-A	ea.	$22
Pressure Slake	Tex-431-A	ea.	$250
Freezer Thaw	Tex-432-A	ea.	$250
24 Hr Water Absorption	Tex-433-A	ea.	$85
Polish Test for Coarse Aggregate	AASHTO T 278 & 279/ Tex-438-A	ea.	$1,200
Coarse Aggregate Angularity (Crushed Faces)	Tex-460-A	ea.	$30
Micro-Deval Abrasion	Tex-461-A	ea.	$300
Moisture Susceptibility	Tex-530-C	ea.	$50
Alkali-Silica Reactivity (ASR)	AASHTO T 303 (ASTM C 1260) ASTM C1567	ea.	$1,200

Asphalt (500-C Series)			
Test For	**Test Method**	**Unit**	**Unit Cost**
Boil Test	Tex-530-C	ea.	$50
Penetration	AASHTO T 49	ea.	$50
Ductility	AASHTO T 51	ea.	$200
Softening Point	AASHTO T 53	ea.	$150
Distillation of Cutback Asphalt Products	AASHTO T 78	ea.	$150
Rolling Thin-Film Oven (RTFO)	AASHTO T 240	ea.	$250
Elastic Recovery	AASHTO T 301	ea.	$250
Dynamic Shear Rheometer (DSR)	AASHTO T 315	ea.	$100
-Additional DSR Readings		ea.	$50
Rotational Viscosity	AASHTO T 316	ea.	$50
Rubber Property—Resilience by Vertical Rebound	ASTM D 2632	ea.	$50
Float Test	AASHTO T 50 (ASTM D 139)	ea.	$100
Flash Point by Cleveland Open Cup	AASHTO T 48 & T 72 (ASTM D 92)	ea.	$55
Settlement and Storage Stability of Emulsified Asphalts	AASHTO T 59 (ASTM D 6930)	ea.	$75
Oversized Particles in Emulsified Asphalt	AASHTO T 59 (ASTM 6933)	ea.	$85
Residue by Evaporation of Emulsified Asphalt	AASHTO T 59 (ASTM D6934)	ea.	$55
Demulsibility of Emulsified Asphalt	AASHTO T 59 (ASTM D6936)	ea.	$55
Distillation of Emulsified Asphalt	AASTHO T 59 (ASTM D 86)	ea.	$150
Saybolt Viscosity	AASHTO T 72 (ASTM D 88)	ea.	$100
Spot Test	AASHTO T 102	ea.	$200
Specific Gravity of Emulsified Asphalt	ASTM D 244	ea.	$55

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EXHIBIT D

Terracon

GEOTECHNICAL ENGINEERING
Schedule of Services and Fees
Williamson County, Texas
2014

No change to this page

Rock Coring, using Nx core barrel sampling, depths measured from existing ground surface:	
Softer Rocks (e.g., Austin, Eagle Ford, Del Rio, Walnut, Glen Rose formations and similar):	
0 to 25 feet, per foot	$18.00
25 to 50 feet, per foot	$20.00
50 to 75 feet, per foot	$22.00
75 to 100 feet, per foot	$24.00
Harder Rocks (e.g., Edwards, Buda, Georgetown, Comanche Peak formations and similar):	
0 to 25 feet, per foot	$20.00
25 to 50 feet, per foot	$22.00
50 to 75 feet, per foot	$24.00
75 to 100 feet, per foot	$26.00
Additional Footage Charge if using Track or ATV-Mounted Drill Rig, per foot	$2.00
TxDOT Cone Penetration (TCP) tests, each	$30.00
Grouting of Borings with bentonite or sak-crete, per foot	$5.00
Rock coring of very hard rocks such as granite, marble, schist, gneiss, etc.	On request
Monitor Well / Piezometer Installation	On request
Interior and/or Limited Access Drilling/Sampling	On request

Laboratory Classification Tests

Atterberg limits, each	$55.00
Moisture content, each	$8.00
Density Determination (using Shelby tube or SPT sample), each	$15.00
Specific gravity, each	$70.00
Soil pH, each	$30.00
Soil Resistivity (Miller box method), each	$125.00
Chloride & Soluble Sulfate Content, TEX-620-J, each	$75.00

Laboratory Grain Size Tests

Sieve analysis, ASTM C 136, each	$75.00
Percent Passing No. 200 Sieve, ASTM C 117, each	$45.00
Combined ASTM C 136 and C 117, each	$95.00
Hydrometer analysis, ASTM D 422, each	$125.00

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EXHIBIT D

Terracon

GEOTECHNICAL ENGINEERING
Schedule of Services and Fees
Williamson County, Texas
2014

NO change to this page

Laboratory Strength and Volume Change Tests

Unconfined Compression Test (soil), each	$30.00
Unconfined Compression Test (rock), each	$35.00
Triaxial Compression Tests:	
Unconsolidated-Undrained (UU), per circle	$265.00
Consolidated-Undrained (CU), with pore pressure measurements, per circle	$450.00
Direct Shear Tests:	
On Coarse-Grained Soils, per point	$175.00
On Fine-Grained Soils, per point	$275.00
Absorption Swell Tests:	
Free Swell, each	$100.00
Single Pressure (at estimated overburden), each	$120.00
Additional Pressures, each	$50.00
Swell Pressure (controlled swell), each	$300.00
Consolidation Test, regular with increasing load increments (max 6 loads), each	$440.00
Additional Load Increments, each	$50.00
Additional Unload-Reload Cycles, per cycle	$125.00

Other Laboratory Tests and Miscellaneous Items

Flexible Wall Triaxial Permeability Test (Falling Head), each	$350.00
Optimum Moisture/Maximum Density Relations:	
ASTM D 698, each	$170.00
ASTM D 1557, each	$200.00
TEX-113-E, each	$220.00
TEX-114-E, each	$180.00
Additional Charge for Coarse Aggregate Correction (ASTM D 4718), each	$25.00
Relative Density, ASTM D 4253 & D 4254, each	$275.00
California Bearing Ratio (CBR), each	$315.00
Soil-Lime Relationship (Lime Series using PI and pH methods), each	$700.00
Sample Preparation (if required), per hour	$48.00

ok
my 2/24/2020

EXHIBIT D

Terracon

No change to this page

GEOTECHNICAL ENGINEERING
Schedule of Services and Fees
Williamson County, Texas
2014

Additional Comments

- A three-hour (3) minimum charge is applicable to all trips made for the performance of testing, inspection, cancellations, or consulting services. A minimum charge of 2 hours will be assessed for trips to the project site for sample pick-up only.
- All labor, equipment, and transportation charges are billed on a portal-to-portal basis from our office.
- Court appearances, depositions, etc. will be charged at 1.5 times the quoted hourly rate.
- Unit fees for tests not listed can be quoted on request. If Client requests a test not listed above, tests will be described and a unit fee will be set forth in a Work Authorization or Supplemental Work Authorization that is agreed to in writing by the parties prior to Terracon conducting such test.
- Engineering consultation and evaluation in connection with any laboratory testing or field inspection service will be charged at the appropriate rate.
- Material samples should be submitted in a form that complies with applicable requirements.

No change to this page

EXHIBIT D

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CONSTRUCTION MATERIALS ENGINEERING AND TESTING
Schedule of Services and Fees
Williamson County, Texas
2014

Construction Materials Engineering & Testing Personnel

Senior Principal, per hour	$170.00
Principal, Officer, per hour	$140.00
Senior Engineer, per hour	$110.00
Project Manager, per hour	$115.00
Senior Engineering Technician, per hour	$48.00
Construction Materials Technician, per hour	$46.00
Certified Welding Inspector, per hour	$80.00
Clerical Support /Administrative Staff, per hour	$48.00

Concrete Field Services

Engineering technician, per hour	$46.00
Concrete Sample Pick up Inside City of Austin ETJ, per trip	$92.00
Concrete Sample Pick up Outside City of Austin ETJ, per hour (2 hr. minimum)	$46.00

Concrete Tests

Cylinder compression test (ASTM C 31 & C 39), 4"x8", each	$15.00
Cylinder compression test (ASTM C 31 & C 39), 6"x12", each	$20.00
Beam flexural test (ASTM C 293 or C 78), each	$55.00

Masonry Field Services

Masonry technician, per hour	$48.00
Masonry Sample Pick up Inside City of Austin ETJ, per trip	$92.00
Masonry Sample Pick up Outside City of Austin ETJ, per hour (2 hr. minimum)	$46.00

Masonry Tests:

Compressive strength CMU block (ASTM C 140), each	$100.00
CMU block absorption only (ASTM C 140), each	$75.00
CMU Block prism compressive strength (ASTM C 1314), each	$250.00
Compressive strength of grout prism (ASTM C 1019), each	$35.00
Compressive strength of mortar cube (ASTM C 780 & C 109), each	$16.00

OK
MY 2/24/2023

EXHIBIT D

Terracon

CONSTRUCTION MATERIALS ENGINEERING AND TESTING
Schedule of Services and Fees
Williamson County, Texas
2014

OK
mj 2/24/2020

Soils Laboratory Tests

Classification

Atterberg limits (ASTM D 4318), each	$55.00
Sieve analysis (ATM C 136), each	$75.00
Sieve analysis percent finer than #200 (ASTM C 117), each	$45.00
Decantation, TXDOT TEX 406-A, each	$45.00 - New ✓
Combined sieve analysis (ASTM C 136 and C 117)	$95.00
Soil pH, each	$30.00
Chloride & Soluble Sulfate Content, TEX-620-J, each	$75.00
Hydrometer analysis, ASTM D 422, each	$125.00
Permeability (Hydraulic Conductivity) (ASTM D 5084), each	$350.00
Sample Preparation (if required), per hour	$48.00
Wet Ball Mill, TXDOT TEX 116-E, each (Wet Ball Mill)	$200.00 - New ✓
Triaxial, Base Materials, TXDOT TEX 117-E, each	$1,150.00 - New ✓

Compaction

Optimum moisture / maximum dry density relations (proctors)

ASTM D698, each	$170.00
ASTM D1557, each	$200.00
Additional charge for Coarse Aggregate Correction (ASTM D4718)	$25.00
TXDOT TEX 113E, each	$220.00
TXDOT TEX 114E, each	$180.00
Relative Density (ASTM 4253 and 4254), each	$275.00

Soils Field Services

In place density / moisture test, nuclear method (ASTM D 2922/ASTM D 3017), minimum 3, each	$18.00
Field gradation of lime treated soil, each	$45.00
Depth check of lime treated soil, each	$25.00
Soil pH value each	$30.00
Soils technician, per hour	$46.00
Soil Lime Relationship, (Lime Series) Combined pH and Atterberg Limits	$700.00
Soil Sample Pick up Inside City of Austin ETJ, per trip	$92.00
Soil Sample Pick up Outside City of Austin ETJ, per hour (2 hr. minimum)	$46.00
Measuring Thickness, Base, Subbase, Subgrade, TXDOT TEX 140-E	$50.00 - New ✓

EXHIBIT D

ok
2/24/2022

Terracon

CONSTRUCTION MATERIALS ENGINEERING AND TESTING
Schedule of Services and Fees
Williamson County, Texas
2014

Asphaltic Concrete Services

Asphalt technician (Level 1A and 1B), per hour	$55.00
Asphalt Sample Pick up Inside City of Austin ETJ, per trip	$92.00
Asphalt Sample Pick up Outside City of Austin ETJ, per hour (2 hr. minimum)	$46.00
Molding specimens (TEX 206F), set of 3	$58.00
Bulk specific gravity of lab molded specimens, set of 3	$58.00
Bulk specific gravity of core specimen (TEX 207F), each	$58.00
Maximum theoretical density (ASTM D 2041 or TEX 227F), each	$86.00
Hveem stability (ASTM D 1560 or TEX 208F), set of 3	$95.00
Extraction and Sieve Analysis (ASTM D 2172 or TEX 210F), each	$225.00
Asphalt coring (6" diameter, minimum 3 per trip) Up to 6" thick, each	$110.00
Asphalt coring (6" diameter, minimum 3 per trip) 6 to 10" thick, each	$120.00
Asphalt coring (6" diameter, minimum 3 per trip) 10 to 14" thick, each	$155.00
Asphalt core thickness & density, each	$57.00
Asphalt Binder, TXDOT Item 300, each	$750.00 - new ✓

Drilled Pier

Senior technician, per hour	$48.00

Wood Truss & Fire Stop

Senior technician, per hour	$60.00

Structural Steel

Visual Inspection by CWI, per hour	$80.00
Ultrasonic Testing, per hour	Subcontractor's Cost
Ultrasonic Testing equipment, per day	Subcontractor's Cost
Ultrasonic Testing Trip Fee	Subcontractor's Cost

Reinforcing Steel Detection

Senior Technician, per hour	$60.00
Hilti Ferroscan equipment, per day	$220.00

Roofing, Waterproofing and EIFS

Project Manager, Senior Roofing Professional, per hour	$125.00
Engineering Technician-Forensics/Roofing/Waterproofing, per hour	$65.00

EXHIBIT D

Terracon

CONSTRUCTION MATERIALS ENGINEERING AND TESTING
Schedule of Services and Fees
Williamson County, Texas
2014

Remarks

A three hour minimum charge is applicable to all trips made for the performance of testing, inspection, cancellations or consulting services. A minimum charge of 2 hours will be assessed for trips to the project site for sample or cylinder pick up only.

All labor, equipment, and transportation charges are billed on a portal to portal basis from our office. Court appearances, depositions, etc. will be charged at 1.5 times the quoted hourly rate.

Unit fees for tests not listed can be quoted on request. If Client requests a test not listed above, tests will be described and a unit fee will be set forth in a Work Authorization or Supplemental Work Authorization that is agreed to in writing by the parties prior to Terracon conducting such test.

Engineering consultation and evaluation in connection with any laboratory testing or field inspection service will be charged at the appropriate rate.

Material samples should be submitted in a form that complies with applicable requirements.

Transportation charges are applicable for all field testing assignments including sample pick up.

Commissioners Court - Regular Session **54.**

Meeting Date: 03/03/2020

Corridor C 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 regarding a Real Estate Contract with the Emma L. Lawson Family Land Partnership for right of way needed on The Corridor C/SH 29 Bypass project (parcel 1). Funding Source: Road Bonds P459

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Lawhon Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/27/2020 10:13 AM

Form Started By: Charlie Crossfield Started On: 02/27/2020 10:07 AM

Final Approval Date: 02/27/2020

REAL ESTATE CONTRACT
Corridor C—SH29 Bypass

THIS REAL ESTATE CONTRACT ("Contract") is made by the EMMA L. LAWHON FAMILY LAND PARTNERSHIP (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

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

> All of that certain 19.179 acre (835,430 Sq. Ft.) tract of land out of the Woodruff Stubblefield Survey, Abstract No. 556, in Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 1**);

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

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements on the Property, and any damage to and/or cost to cure the remaining property of Seller, shall be the sum of SEVEN HUNDRED TWENTY-THREE THOUSAND NINE HUNDRED NINETY-THREE and 00/100 Dollars ($723,993.00).

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 current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before March 31, 2020, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all monetary 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 "B" attached hereto and incorporated herein.

(2) Provide reasonable assistance as requested, 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, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the 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".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

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

Closing Costs

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

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each party incurring same respectively.

ARTICLE VI
BREACH BY SELLER

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

ARTICLE VII
BREACH BY PURCHASER

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

ARTICLE VIII
MISCELLANEOUS

Notice

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

Texas Law to Apply

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

Parties Bound

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, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

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

[signature page follows]

SELLER:

EMMA L. LAWHON FAMILY LAND PARTNERSHIP

By: Emma L. Lawhon

Name: Gene L. Lawhon

Its: General Managing Partner

Address: 2200 Patriot Way
Georgetown, Texas 78626

Date: 2-24-2020

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

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

Date: _____

EXHIBIT A
PROPERTY DESCRIPTION FOR PARCEL 1

DESCRIPTION OF A 19.179 ACRE (835,430 SQUARE FOOT), TRACT OF LAND SITUATED IN THE WOODRUFF STUBBLEFIELD SURVEY, ABSTRACT NO. 556 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE EASTERLY REMAINDER OF THAT CALLED 228.90 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED TO EMMA L. LAWHON FAMILY LAND PARTNERSHIP RECORDED IN DOCUMENT NO. 2006095405 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 19.179 ACRE (835,430 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod with aluminum cap stamped "Texas Dept. of Trans." found in the existing southeasterly Right-of-Way (ROW) line of Patriot Way (C.R. 104) (variable width ROW), being the northerly corner of said easterly remainder of the 228.90 acre tract of land, same being the northwesterly corner of that called 52.65 acre (West Tract) described in Warranty Deed to River City Partners, Ltd. recorded in Document No. 2016005898 of the Official Public Records of Williamson County, Texas;

THENCE, departing said existing southeasterly ROW line, with the common boundary line of said easterly remainder tract and said 52.65 acre tract, S 36°17'28" E for a distance of 806.46 feet to an iron rod with aluminum cap stamped "ROW 4933" (Grid Coordinates determined as N=10198814.18, E=3151439.18 TxSPC Zone 4203) set 719.80 feet left of proposed Corridor C baseline station 115+22.57, in the northerly proposed ROW line of Corridor C (variable width ROW), for the northeasterly corner and **POINT OF BEGINNING** of the herein described tract;

1) **THENCE,** departing said proposed ROW line, continuing with the common boundary line of said easterly remainder tract and said 52.65 acre tract, **S 36°17'28" E,** for a distance of **930.53** feet to a 1" iron rod found in the ostensible survey line of said Woodruff Stubblefield Survey and the John McQueen Survey, Abstract No. 426, same being the southeasterly corner of said easterly remainder tract, being in the northerly boundary line of that called 36.63 acre tract of land described in General Warranty Deed With Vendor's Lien to Richard A. Sliva, Et Ux Karen L. Thompson-Sliva recorded in Document No. 9724044 of the Official Records of Williamson County, Texas, also being the southwesterly boundary corner of said 52.65 acre tract, for the southeasterly corner of the herein described tract;

2) **THENCE,** departing said 52.65 acre tract, with said ostensible survey line, being the southerly boundary line of said easterly remainder tract, same being in part the northerly boundary line of said 36.63 acre tract, the northerly boundary line of that called 30.00 acre tract described in Special Warranty Deed With Vendor's Lien to Larry James Reid and Wife, Rhonda G. Reid recorded in Volume 2330, Page 211 of the Official Records of Williamson County, Texas and the northerly boundary line of Valley Vista, a subdivision of record in Cabinet P, Slide 18-20 of the Plat Records of Williamson County, Texas, **S 68°31'00" W,** 771.10 feet pass an iron rod found with plastic cap stamped "TLS INC" being the common corner of said 30.00 acre tract and said Valley Vista subdivision, also being in the proposed southerly ROW line of said Corridor C, continuing with said proposed ROW line for a total distance of **1542.30** feet to an iron rod with plastic cap stamped "ALL COUNTY" found, in the existing ROW line of Patriot Way (variable width ROW), for the southwesterly corner of said easterly remainder tract and the herein described tract;

3) **THENCE,** departing said Valley Vista subdivision, with the common boundary line of said easterly remainder tract and said existing ROW line, **N 21°06'48" W** for a distance of **372.87** feet to an iron rod with plastic cap stamped "ALL COUNTY" found 190.55 feet left of proposed Corridor C baseline station 102+21.51,for an ell corner;

THENCE, departing said existing ROW line, through the interior of said easterly remainder tract, with the proposed northwesterly ROW line of said Corridor C, the following ten (10) courses:

4) **N 68°37'35" E** for a distance of **588.67** feet to an iron rod with aluminum cap stamped "ROW 4933" set 190.55 feet left of proposed Corridor C baseline station 108+10.18, for an angle point;

5) **N 27°51'01" E** for a distance of **152.95** feet to an iron rod with aluminum cap stamped "ROW 4933" set 290.44 feet left of proposed Corridor C baseline station 109+26.00, for an angle point;

6) **N 20°11'19" E** for a distance of **245.19** feet to an iron rod with aluminum cap stamped "ROW 4933" set 473.90 feet left of proposed Corridor C baseline station 110+88.66, for an angle point;

7) **N 35°12'50" W** for a distance of **67.03** feet to an iron rod with aluminum cap stamped "ROW 4933" set 538.98 feet left of proposed Corridor C baseline station 110+72.63, for an angle point;

8) **N 06°26'41" E** for a distance of **65.25** feet to an iron rod with aluminum cap stamped "ROW 4933" set 596.69 feet left of proposed Corridor C baseline station 111+03.08, for an angle point;

9) **N 42°00'46" E** for a distance of **124.83** feet to an iron rod with aluminum cap stamped "ROW 4933" set 652.61 feet left of proposed Corridor C baseline station 112+14.68, for an angle point;

10) **N 35°23'19" E** for a distance of **95.54** feet to an iron rod with aluminum cap stamped "ROW 4933" set 704.97 feet left of proposed Corridor C baseline station 112+94.59, for an angle point;

11) **S 86°03'34" E** for a distance of **84.74** feet to an iron rod with aluminum cap stamped "ROW 4933" set 668.74 feet left of proposed Corridor C baseline station 113+71.20, for an angle point;

12) **N 64°32'27" E** for a distance of **61.85** feet to an iron rod with aluminum cap stamped "ROW 4933" set 673.15 feet left of proposed Corridor C baseline station 114+32.89, for an angle point;

13) **N 41°08'28" E** for a distance of **101.09** feet to the **POINT OF BEGINNING**, containing 19.179 acres, (835,430 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

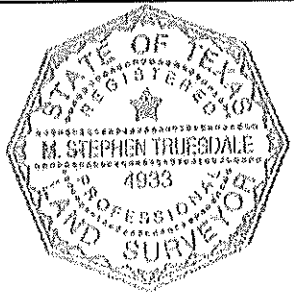
THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale — 7 FEB 2020
M. Stephen Truesdale — Date

M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

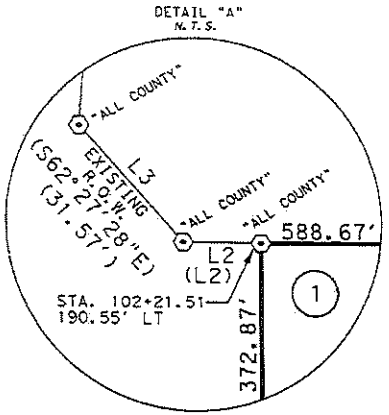


PLAT TO ACCOMPANY PARCEL DESCRIPTION

REV: 02/04/20
11/20/19
PAGE 3 OF 4

NO.	DIRECTION	DISTANCE
L1	S36°17'28"E	806.46'
L2	S69°10'05"W	22.98'
(L2)	(N68°55'12"E)	(22.93')
L3	N62°38'03"W	31.67'
L4	N27°51'01"E	152.95'
L5	N20°11'19"E	245.19'
L6	N35°12'50"W	67.03'
L7	N06°26'41"E	65.25'
L8	N42°00'46"E	124.83'
L9	N35°23'19"E	95.54'
L10	S86°03'34"E	84.74'
L11	N64°32'27"E	61.85'
L12	N41°08'28"E	101.09'

DETAIL "A"
N.T.S.



WOODRUFF
STUBBLEFIELD SURVEY
ABSTRACT NO. 556

(C.R. 104)
PATRIOT WAY
(VARIABLE R.O.W. WIDTH)
EXISTING R.O.W.

P.O.C.
STA. 113+14.96
1499.08' LT

P.O.B.
STA. 115+22.57
719.80' LT
GRID COORDINATES:
N=10198814.18
E=3151439.18

STA. 114+32.89
673.15' LT
STA. 112+94.59
704.97' LT
STA. 112+14.68
652.61' LT
STA. 111+03.08
596.69' LT
STA. 110+72.63
538.98' LT
STA. 110+88.66
473.90' LT
STA. 109+26.00
290.44' LT
STA. 108+10.18
190.55' LT
STA. 113+71.20
668.74' LT

L1 L2 L3 L4 L5 L6 L7 L8 L9 L10 L11 L12

(N36°17'41"W 1736.92')
S36°17'28"E 930.53'

N
0 100 200
1" = 200'

RIVER CITY
PARTNERS, LTD.
(52.65 AC.)
TRACT 2 (WEST TRACT)
DOC. NO. 2016005898
O.P.R.W.C.T.

EMMA L. LAWHON FAMILY
LAND PARTNERSHIP
(EASTERLY REMAINDER
OF 228.90 AC.)
DOC. NO. 2006095405
O.P.R.W.C.T.
VOL. 433, PG. 369
D.R.W.C.T.

EXISTING R.O.W.
PATRIOT WAY
(R.O.W. WIDTH VARIES)
CITY OF GEORGETOWN
PATRIOT WAY, 15.23 AC.
EXHIBIT "A"
2010067189
O.P.R.W.C.T.)
EXISTING R.O.W.

SEE DETAIL "A"
EXISTING R.O.W.
N68°37'35"E 588.67'

PROPOSED R.O.W.

1
19.179 AC.
835,430 SQ. FT.

PROPOSED CORRIDOR C
(VARIABLE R.O.W. WIDTH)

PT 99+37.84
372.89'
372.87'
(N21°09'09"W 372.89')
N21°06'48"W 372.87'
EXISTING R.O.W.

100+00 105+00 110+00 115+00
PROPOSED CORRIDOR C BASELINE

(S68°37'46"W)
(672.43')
EXISTING R.O.W.
S68°37'57"W
672.31'
"ALL COUNTY"
PROPOSED R.O.W.
(S71°01'30"W 1443.39')
(S71°W')
S68°31'00"W 1542.30'
771.10'
OSTENSIBLE SURVEY LINE
"TLS INC."

LOT45
OPEN AREA
LOT 19
LOT 18
LOT 17
JOHN McQUEEN SURVEY
ABSTRACT NO. 426

VALLEY VISTA
CAB. P, SLIDE 18-20
P.R.W.C.T.

LARRY JAMES REID
& RHONDA G. REID
(30.00 AC.)
VOL. 2330, PG. 211
O.R.W.C.T.

RICHARD A. SLIVA
ET UX, KAREN L.
THOMPSON-SLIVA
(36.63 AC.)
DOC. NO. 9724044
O.R.W.C.T.

INLAND GEODETICS LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251

PARCEL PLAT SHOWING PROPERTY OF

EMMA L. LAWHON FAMILY LAND PARTNERSHIP

SCALE		PROJECT
1" = 200'	WILLIAMSON COUNTY	CORRIDOR C

PARCEL 1

S:*ATKINS\CORRIDOR C\PARCELS\PARCEL 1-LAWHON\PARCEL 1-LAWHON-HIGHBANK.dgn

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

■ TXDOT TYPE I CONCRETE MONUMENT FOUND	℄ CENTER LINE
□ IRON ROD FOUND W/TXDOT ALUMINUM CAP	ℙ PROPERTY LINE
● ½" IRON ROD FOUND UNLESS NOTED	( ) RECORD INFORMATION
⊙ ½" IRON ROD FOUND W/PLASTIC CAP, AS NOTED	—/\— LINE BREAK
✡ FENCE POST FOUND	LAND HOOK
△ CALCULATED POINT	P.O.B. POINT OF BEGINNING
○ IRON ROD W/ ALUMINUM CAP STAMPED "ROW-4933" SET (UNLESS NOTED OTHERWISE)	P.O.C. POINT OF COMMENCEMENT
◉ IRON PIPE FOUND	N.T.S. NOT TO SCALE
⊛ AXLE FOUND	D.R.W.C.T. DEED RECORDS WILLIAMSON COUNTY, TEXAS
	O.R.W.C.T. OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
	O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
	P.R.W.C.T. PLAT RECORDS WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO.1933220-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE AUGUST 23, 2019, ISSUE DATE SEPTEMBER 4, 2019.

10G. EASEMENT GRANTED TO JONAH WATER SUPPLY CORP. RECORDED IN VOLUME 563, PAGE 589, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

H. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 887, PAGE 173, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

I. EASEMENT GRANTED TO JONAH WATER SUPPLY CORP. RECORDED IN DOCUMENT NO. 2004018510 AND 2004018511, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO NOT AFFECT.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 7/7/2020

M. STEPHEN TRUESDALE DATE:
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681

STATE OF TEXAS · REGISTERED · M. STEPHEN TRUESDALE · 4933 · PROFESSIONAL · LAND SURVEYOR

	ACRES	SQUARE FEET
ACQUISITION	19.179	835,430
CALC/DEED AREA	37.361	1,627,453
REMAINDER AREA	18.182	792,023

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251

PARCEL PLAT SHOWING PROPERTY OF

EMMA L. LAWHON FAMILY LAND PARTNERSHIP

SCALE		PROJECT
1" = 200'	WILLIAMSON COUNTY	CORRIDOR C

PARCEL 1

S:*ATKINS\CORRIDOR C\PARCELS\PARCEL 1-LAWHON\PARCEL 1-LAWHON-HIGHBANK.dgn

EXHIBIT "B"

Parcel 1

DEED
Corridor C—SH29 Bypass

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

> All of that certain 19.179 acre (835,430 Sq. Ft.) tract of land out of the Woodruff Stubblefield Survey, Abstract No. 556, in Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 1**)

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 be removed within 60 days after the date of this conveyance, or as otherwise designated by Grantee, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

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

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

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Corridor C.

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

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2020.

[signature page follows]

GRANTOR:

EMMA L. LAWHON FAMILY LAND PARTNERSHIP

By:_____

Name:_____

Its:_____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2020 by _____, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
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 **55.**

Meeting Date: 03/03/2020

Comsr Pct 4 Condo

Submitted For: Bill Gravell **Submitted By:** Hal Hawes, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Commercial Real Estate Contract between Williamson County and SLV Development, Inc. relating to Williamson County's purchase of the property located at 3001 Joe DiMaggio Boulevard, Unit #104, Round Rock, Texas.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Commercial Contract Joe DiMaggio Blvd #104

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/27/2020 10:29 AM
Form Started By: Hal Hawes		Started On: 02/26/2020 04:05 PM
Final Approval Date: 02/27/2020		

TEXAS REALTORS

COMMERCIAL CONTRACT - IMPROVED PROPERTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2018

1. **PARTIES:** Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: SLV Development Inc.

Address: 3000 Joe DiMaggio Blvd, Round Rock, TX 78665
Phone: (512)341-3270 E-mail: Conannhomes@gmail.com
Fax: _____ Other: JDNeans@netscape.net

Buyer: Williamson County

Address: 710 S. Main Street #101, Georgetown, TX 78626
Phone: _____ E-mail: _____
Fax: _____ Other: _____

2. **PROPERTY:**

A. "Property" means that real property situated in Williamson County, Texas at 3001 Joe DiMaggio Blvd, Bldg 1300 #104, Round Rock, TX 78665 *(address)* and that is legally described on the attached Exhibit _____ or as follows:
Unit 104, Building 1300, THE SHOPS AT LEGENDS VILLAGE COMMERCIAL CONDOMINIUMS, a condominium project in Williamson County, Texas; together with the limited common elements and an undivided interest in and the general common elements, as defined in that certain
Continued... See Addendum Property Description 1

B. Seller will sell and convey the Property together with:
(1) all buildings, improvements, and fixtures;
(2) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
(3) Seller's interest in all leases, rents, and security deposits for all or part of the Property;
(4) Seller's interest in all licenses and permits related to the Property;
(5) Seller's interest in all third party warranties or guaranties, if transferable, relating to the Property or any fixtures;
(6) Seller's interest in any trade names, if transferable, used in connection with the Property; and
(7) all Seller's tangible personal property located on the Property that is used in connection with the Property's operations except: None .
Any personal property not included in the sale must be removed by Seller prior to closing.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)
(If mineral rights are to be reserved an appropriate addendum should be attached.)
(If the Property is a condominium, attach Commercial Contract Condominium Addendum (TXR-1930) or (TXR-1946).)

3. **SALES PRICE:** At or before closing, Buyer will pay the following sales price for the Property:

A. Cash portion payable by Buyer at closing . . . . . $ 494,000.00
B. Sum of all financing described in Paragraph 4 . . . . . $ _____
C. Sales price (sum of 3A and 3B) . . . . . $ 494,000.00

4. FINANCING: Buyer will finance the portion of the sales price under Paragraph 3B as follows:

[X] A. Third Party Financing: One or more third party loans in the total amount of $ zero . This contract:
- [X] (1) is not contingent upon Buyer obtaining third party financing.
- [ ] (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TXR-1931).

[ ] B. Assumption: In accordance with the attached Commercial Contract Financing Addendum (TXR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be $ _____ .

[ ] C. Seller Financing: The delivery of a promissory note and deed of trust from Buyer to Seller under the terms of the attached Commercial Contract Financing Addendum (TXR-1931) in the amount of $ _____ .

5. EARNEST MONEY:

A. Not later than 3 days after the effective date, Buyer must deposit $ $4,940.00 as earnest money with First Community Title Company Temple (title company) at 4615 S. 31 Street, Temple, TX (address) Betty Sonnier-Klunk (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.

B. Buyer will deposit an additional amount of $ _____ with the title company to be made part of the earnest money on or before:
- [ ] (i) _____ days after Buyer's right to terminate under Paragraph 7B expires; or
- [ ] (ii) _____ .

Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.

C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. TITLE POLICY, SURVEY, AND UCC SEARCH:

A. Title Policy:

(1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
(a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
(b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.

(2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
- [X] (a) will not be amended or deleted from the title policy.
- [ ] (b) will be amended to read "shortages in areas" at the expense of [ ] Buyer [ ] Seller.

(3) Within 15 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

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B. Survey: Within N/A days after the effective date:

☐ (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer _____ *(insert amount)* of the cost of the survey at closing, if closing occurs.

☐ (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.

☐ (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, ☐ Seller ☐ Buyer (updating party), will, at the updating party's expense, obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to the other party and the title company within 30 days after the title company notifies the parties that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 30 days if necessary for the updating party to deliver an acceptable survey within the time required. The other party will reimburse the updating party _____ *(insert amount or percentage)* of the cost of the new or updated survey at closing, if closing occurs.

C. UCC Search:

☐ (1) Within _____ days after the effective date, Seller, at Seller's expense, will furnish Buyer a Uniform Commercial Code (UCC) search prepared by a reporting service and dated after the effective date. The search must identify documents that are on file with the Texas Secretary of State and the county where the Property is located that relate to all personal property on the Property and show, as debtor, Seller and all other owners of the personal property in the last 5 years.

☒ (2) Buyer does not require Seller to furnish a UCC search.

D. Buyer's Objections to the Commitment, Survey, and UCC Search:

(1) Within 15 days after Buyer receives the last of the commitment, copies of the documents evidencing the title exceptions, any required survey, and any required UCC search, Buyer may object to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title to the real or personal property described in Paragraph 2 other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If the commitment or survey is revised or any new document evidencing a title exception is delivered, Buyer may object to any new matter revealed in such revision or new document. Buyer's objection must be made within the same number of days stated in this paragraph, beginning when the revision or new document is delivered to Buyer. If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date Buyer actually receives the survey; or (ii) the deadline specified in Paragraph 6B.

(2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.

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(3) Buyer's failure to timely object or terminate under this Paragraph 6D is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. PROPERTY CONDITION:

A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: 1,300 SF Retail Condo per agreed-upon plan and complete finish out of the shell per layout and finishes agreed upon by Buyer and Seller on the detailed schedule of finishes attached.

B. Feasibility Period: Buyer may terminate this contract for any reason within 30 days after the effective date (feasibility period) by providing Seller written notice of termination.

(1) Independent Consideration. *(Check only one box and insert amounts.)*

[X] (a) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less $ 500.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

[ ] (b) Not later than 3 days after the effective date, Buyer must pay Seller $ _____ as independent consideration for Buyer's right to terminate by tendering such amount to Seller or Seller's agent. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

(2) Feasibility Period Extension: Prior to the expiration of the initial feasibility period, Buyer may extend the feasibility period for a single period of an additional _____ days by depositing additional earnest money in the amount of $_____ with the title company. If no dollar amount is stated in this Paragraph or if Buyer fails to timely deposit the additional earnest money, the extension of the feasibility period will not be effective.

C. Inspections, Studies, or Assessments:

(1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.

(2) Seller, at Seller's expense, will turn on all utilities necessary for Buyer to make inspections, studies, or assessments.

(3) Buyer must:
(a) employ only trained and qualified inspectors and assessors;
(b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
(c) abide by any reasonable entry rules or requirements of Seller;
(d) not interfere with existing operations or occupants of the Property; and
(e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

(4) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from

Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

(1) Delivery of Property Information: Within 10 days after the effective date, Seller will deliver to Buyer: *(Check all that apply.)*

- ☐ (a) a current rent roll of all leases affecting the Property certified by Seller as true and correct;
- ☐ (b) copies of all current leases, including any mineral leases, pertaining to the Property, including any modifications, supplements, or amendments to the leases;
- ☐ (c) a current inventory of all personal property to be conveyed under this contract and copies of any leases for such personal property;
- ☒ (d) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
- ☒ (e) copies of all current service, utility, maintenance, and management agreements relating to the ownership and operation of the Property;
- ☐ (f) copies of current utility capacity letters from the Property's water and sewer service provider;
- ☒ (g) copies of all current warranties and guaranties relating to all or part of the Property;
- ☐ (h) copies of fire, hazard, liability, and other insurance policies that currently relate to the Property;
- ☐ (i) copies of all leasing or commission agreements that currently relate to the tenants of all or part of the Property;
- ☒ (j) a copy of the "as-built" plans and specifications and plat of the Property;
- ☐ (k) copies of all invoices for utilities and repairs incurred by Seller for the Property in the 24 months immediately preceding the effective date;
- ☐ (l) a copy of Seller's income and expense statement for the Property from _____ to _____;
- ☐ (m) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
- ☒ (n) real and personal property tax statements for the Property for the previous 2 calendar years;
- ☐ (o) Tenant reconciliation statements including, operating expenses, insurance and taxes for the Property from _____ to _____; and
- ☒ (p) Condo Regime Documents _____

(2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: *(Check all that apply.)*

- ☒ (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
- ☒ (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied in any format; and
- ☐ (c) deliver to Seller copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

This Paragraph 7D(2) survives termination of this contract.

E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

8. LEASES:

A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:
(1) any failure by Seller to comply with Seller's obligations under the leases;
(2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
(3) any non-occupancy of the leased premises by a tenant;
(4) any advance sums paid by a tenant under any lease;
(5) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
(6) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. Estoppel Certificates: Within N/A days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than _____ by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TXR Form 1938 - Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

9. BROKERS:

A. The brokers to this sale are:

Principal Broker: KW Commercial Round Rock
Agent: Frances Crossley
Address: 2300 Greenhill Dr #200
Round Rock, TX 78664
Phone & Fax: (512)751-0004
E-mail: Frances@KWCommercial.com
License No.: 486695

Cooperating Broker: _____
Agent: _____
Address: _____
Phone & Fax: _____
E-mail: _____
License No.: _____

Principal Broker: *(Check only one box)*
[X] represents Seller only.
[ ] represents Buyer only.
[ ] is an intermediary between Seller and Buyer.

Cooperating Broker represents Buyer.

B. Fees: *(Check only (1) or (2) below.)*
(Complete the Agreement Between Brokers on page 14 only if (1) is selected.)

[ ] (1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.

[X] (2) At the closing of this sale, Seller will pay:

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Principal Broker a total cash fee of:
[X] 4.000 % of the sales price.
[ ] _____ .

Cooperating Broker a total cash fee of:
[ ] N/A % of the sales price.
[ ] _____ .

The cash fees will be paid in Williamson County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

10. CLOSING:

A. The date of the closing of the sale (closing date) will be on or before the later of:
(1) [ ] _____ days after the expiration of the feasibility period.
[ ] _____ *(specific date)*.
[X] 15 Days after Final Certificate of Occupancy is issued by the City of Round Rock. .
(2) 7 days after objections made under Paragraph 6D have been cured or waived.

B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.

C. At closing, Seller will execute and deliver to Buyer, at Seller's expense, a [ ] general [X] special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:
(1) with no liens, assessments, or Uniform Commercial Code or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
(2) without any assumed loans in default; and
(3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.

D. At closing, Seller, at Seller's expense, will also deliver to Buyer:
(1) tax statements showing no delinquent taxes on the Property;
(2) a bill of sale with warranties to title conveying title, free and clear of all liens, to any personal property defined as part of the Property in Paragraph 2 or sold under this contract;
(3) an assignment of all leases to or on the Property;
(4) to the extent that the following items are assignable, an assignment to Buyer of the following items as they relate to the Property or its operations:
(a) licenses and permits;
(b) service, utility, maintenance, management, and other contracts; and
(c) warranties and guaranties;
(5) a rent roll current on the day of the closing certified by Seller as true and correct;
(6) evidence that the person executing this contract is legally capable and authorized to bind Seller;
(7) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply with applicable tax law; and (ii) deliver the amount to the Internal Revenue Service together with appropriate tax forms; and
(8) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and the issuance of the title policy, all of which must be completed and executed by Seller as necessary.

E. At closing, Buyer will:
(1) pay the sales price in good funds acceptable to the title company;

(2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
(3) sign and send to each tenant in the Property a written statement that:
(a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
(b) specifies the exact dollar amount of the security deposit;
(4) sign an assumption of all leases then in effect; and
(5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.

F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. *(If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)*
Final "Standard Builder Selections" will be made and approved by both Buyer and Seller within 45 days of the fully executed contract.

13. SALES EXPENSES:

A. Seller's Expenses: Seller will pay for the following at or before closing:
(1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
(2) release of Seller's loan liability, if applicable;
(3) tax statements or certificates;
(4) preparation of the deed and any bill of sale;
(5) one-half of any escrow fee;
(6) costs to record any documents to cure title objections that Seller must cure; and
(7) other expenses that Seller will pay under other provisions of this contract.

B. Buyer's Expenses: Buyer will pay for the following at or before closing:
(1) all loan expenses and fees;
(2) preparation fees of any deed of trust;
(3) recording fees for the deed and any deed of trust;
(4) premiums for flood and hazard insurance as may be required by Buyer's lender;
(5) one-half of any escrow fee; and
(6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:

A. Prorations:

(1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.

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(2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.

(3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.

B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.

C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

15. DEFAULT:

A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(4) which Seller may pursue, or
(Check if applicable)
☐ enforce specific performance, or seek such other relief as may be provided by law.

B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
(2) extend the time for performance up to 15 days and the closing will be extended as necessary.

C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
(2) enforce specific performance, or seek such other relief as may be provided by law, or both.

16. CASUALTY LOSS AND CONDEMNATION:

A. If any part of the Property is damaged or destroyed by fire or other casualty after the effective date, Seller must restore the Property to its previous condition as soon as reasonably possible and not later than the closing date. If, without fault, Seller is unable to do so, Buyer may:
(1) terminate this contract and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer;
(2) extend the time for performance up to 15 days and closing will be extended as necessary; or
(3) accept at closing: (i) the Property in its damaged condition; (ii) an assignment of any insurance proceeds Seller is entitled to receive along with the insurer's consent to the assignment; and (iii) a credit to the sales price in the amount of any unpaid deductible under the policy for the loss.

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B. If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:
(1) terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer; or
(2) appear and defend the condemnation proceedings and any award will, at Buyer's election, belong to: (a) Seller and the sales price will be reduced by the same amount; or (b) Buyer and the sales price will not be reduced.

17. ATTORNEY'S FEES: If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

18. ESCROW:

A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.

B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.

C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.

D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursal of the earnest money.

E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.

F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.

G. ☐ Seller ☐ Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

19. MATERIAL FACTS: To the best of Seller's knowledge and belief: *(Check only one box.)*

☐ A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TXR-1408).

☒ B. Except as otherwise provided in this contract, Seller is not aware of:
(1) any subsurface: structures, pits, waste, springs, or improvements;
(2) any pending or threatened litigation, condemnation, or assessment affecting the Property;

(3) any environmental hazards or conditions that materially affect the Property;
(4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
(5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
(6) any wetlands, as defined by federal or state law or regulation, on the Property;
(7) any threatened or endangered species or their habitat on the Property;
(8) any present or past infestation of wood-destroying insects in the Property's improvements;
(9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
(10) any material physical defects in the improvements on the Property; or
(11) any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(11) in Paragraph 12 or an addendum.)

20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

[X] A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
[X] B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

22. AGREEMENT OF THE PARTIES:

A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.

B. This contract contains the entire agreement of the parties and may not be changed except in writing.

C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

D. Addenda which are part of this contract are: *(Check all that apply.)*
[ ] (1) Property Description Exhibit identified in Paragraph 2;
[X] (2) Commercial Contract Condominium Addendum (TXR-1930) or (TXR-1946);
[ ] (3) Commercial Contract Financing Addendum (TXR-1931);
[ ] (4) Commercial Property Condition Statement (TXR-1408);
[X] (5) Commercial Contract Addendum for Special Provisions (TXR-1940);
[ ] (6) Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (TXR-1906);
[ ] (7) Notice to Purchaser of Real Property in a Water District (MUD);
[ ] (8) Addendum for Coastal Area Property (TXR-1915);
[ ] (9) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916);
[X] (10) Information About Brokerage Services (TXR-2501); and
[ ] (11) Information About Mineral Clauses in Contract Forms (TXR-2509); and
[X] (12) Warning on Wire (13) Exhibit A Site Plan (14) Standard Buildout Materials (15) Finish Out Agreement- Addendum "A".

(Note: Counsel for Texas REALTORS® has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by Texas REALTORS® are appropriate for use with this form.)

E. Buyer [X] may [ ] may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all of Buyer's obligations under this contract.

23. TIME: Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.

24. EFFECTIVE DATE: The effective date of this contract for the purpose of performance of all obligations is the date the title company receipts this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.

B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.

C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included as part of this contract *(the Addendum for Coastal Area Property (TXR-1915) may be used)*.

E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract *(the Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916) may be used)*.

F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.

G. If apartments or other residential units are on the Property and the units were built before 1978, federal law requires a lead-based paint and hazard disclosure statement to be made part of this contract *(the Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (TXR-1906) may be used)*.

H. Section 1958.154, Occupations Code requires Seller to provide Buyer a copy of any mold remediation certificate issued for the Property during the 5 years preceding the date the Seller sells the Property.

I. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.

J. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

K. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: _____.

26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on _____, the offer will lapse and become null and void.

READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. CONSULT your attorney BEFORE signing.

Seller: SLV Development Inc.

By: Glenn Neans
By (signature): _____
Printed Name: Glenn Neans
Title: President

By: _____
By (signature): _____
Printed Name: _____
Title: _____

Buyer: Williamson County

By: Judge Bill Gravell
By (signature): _____
Printed Name: Judge Bill Gravell
Title: County Judge

By: _____
By (signature): _____
Printed Name: _____
Title: _____

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AGREEMENT BETWEEN BROKERS

(use only if Paragraph 9B(1) is effective)

Principal Broker agrees to pay _____ (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

- ☐ $ _____, or
- ☐ _____ % of the sales price, or
- ☐ _____ % of the Principal Broker's fee.

The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Principal Broker: _____

By: _____

Cooperating Broker: _____

By: _____

ATTORNEYS

Seller's attorney: _____

Address: _____

Phone & Fax: _____

E-mail: _____

Seller's attorney requests copies of documents, notices, and other information:

- ☐ the title company sends to Seller.
- ☐ Buyer sends to Seller.

Buyer's attorney: _____

Address: _____

Phone & Fax: _____

E-mail: _____

Buyer's attorney requests copies of documents, notices, and other information:

- ☐ the title company sends to Buyer.
- ☐ Seller sends to Buyer.

ESCROW RECEIPT

The title company acknowledges receipt of:

- ☐ A. the contract on this day _____ (effective date);
- ☐ B. earnest money in the amount of $ _____ in the form of _____ on _____.

Title company: _____

By: _____

Assigned file number (GF#): _____

Address: _____

Phone & Fax: _____

E-mail: _____

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ADDENDUM

PROPERTY: **3001 Joe DiMaggio Blvd. Bdg 1300 , #104, Round Rock, TX 78665**

1) Property Description

Declaration recorded in Document N. 2017097640, Official Public Records of Williamson County, TX

Date: 2-26-2020

Signature

Date:

Signature

Date:

Signature

Date:

Signature

Addendum

TEXAS REALTORS

COMMERCIAL CONTRACT CONDOMINIUM ADDENDUM

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ADDENDUM TO COMMERCIAL CONTRACT BETWEEN THE UNDERSIGNED SELLER AND BUYER CONCERNING THE PROPERTY AT 3001 Joe DiMaggio Blvd. Bdg 1300 , #104, Round Rock, TX 78665

A. Paragraph 2 of the contract is amended by adding the following to be included as part of the Property: "the Property's (the unit) undivided interest in the common elements designated by the recorded condominium declaration, including those areas reserved as limited common elements appurtenant to the unit and such other rights to use the common elements which have been specifically assigned to the unit in any other manner, including but not limited to parking and storage areas assigned to the unit, which are: Per City of Round Rock Code.

B. The present periodic expense or assessment for the unit is $ 159.00 per month, which pays for the expenses necessary for the operation and maintenance of common areas and the following services to the unit: ☐ water; ☐ security; ☒ sewer; ☒ garbage; ☐ electricity; ☐ gas; ☐ cable; ☒ Exterior Maintenance, Landscaping, Irrigation.

C. Any transfer or processing fee payable to the owners' association will be paid by ☒ Seller ☐ Buyer.

D. Condominium information is provided to Buyer as follows (*check only (1) or (2) below*):

☒ (1) If Seller is the condominium declarant or successor declarant.

"Condominium information statement" means a statement prepared by the declarant that contains, at a minimum, the information required by §82.153, Property Code.

☐ (a) Buyer has received a copy of the condominium information statement. Buyer is advised to read the condominium information statement before signing the contract.

☒ (b) Buyer has not received a copy of the condominium statement. Within 15 days after the effective date of the contract, Seller, at Seller's expense, will furnish Buyer the condominium information statement. Buyer may cancel the contract before the 6th day after Buyer receives the condominium information statement by delivering written notice of cancellation to Seller by hand-delivery or certified mail, return receipt requested.

☐ (2) If Seller is not the condominium declarant or successor declarant (resale).

"Resale certificate" means a certificate completed by the owners' association that contains, at a minimum, the declaration, bylaws, and rules of the Property's owners' association, and the other information required by §82.157, Property Code.

☐ (a) Buyer has received a resale certificate completed no earlier than 3 months before the effective date of the contract.

☐ (b) Buyer has not received a resale certificate. Within _____ days after the effective date of the contract, Seller, at Seller's expense, will furnish Buyer a resale certificate prepared not earlier than 3 months before the date it is delivered to Buyer. Buyer may cancel the contract before the 6th day after Buyer receives the resale certificate by delivering written notice of cancellation to Seller by hand-delivery or certified mail, return receipt requested.

☐ (c) Buyer has received Seller's affidavit that Seller requested information from the owners' association concerning its financial condition as required by the Property Code and that the owners' association did not provide the resale certificate or information required in the resale certificate. Buyer and Seller agree to waive the requirement to furnish the resale certificate.

Seller: SLV Development Inc.

By: Glenn Neans

By (signature):
Printed Name: Glenn Neans
Title: President

By:

By (signature):
Printed Name:
Title:

Buyer: Williamson County

By: Judge Bill Gravell

By (signature):
Printed Name: Judge Bill Gravell
Title: County Judge

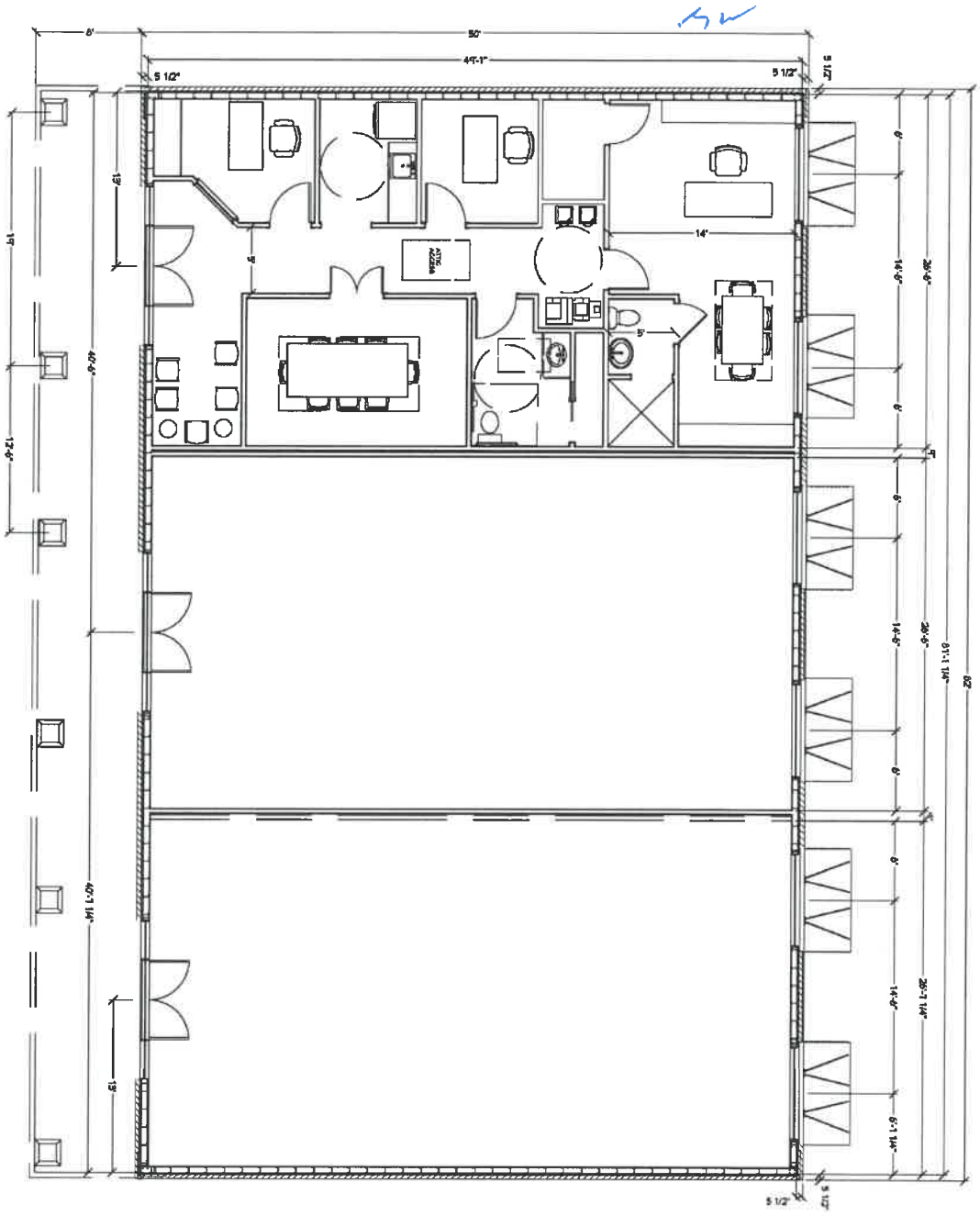
By:

By (signature):
Printed Name:
Title:

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EXHIBIT 'A"



SCALE:	FLOOR PLAN	Project:		REVISIONS:
1/4" = 1'	UNIT A	The Shops at Legends Village Building 1300, Unit A	Conann Homes 3000 Joe DiMaggio Blvd., Unit 58 (512) 341-3270 Round Rock, Tx 78665 FAX (512) 341-3274	This Drawing is proprietary. It is not to be reproduced, nor is the information contained to be used to produce products unless written consent is first obtained from Conann Homes.	FINISHOUT PLAN REVIEW

STANDARD BUILDOUT MATERIALS

CONSTRUCTION AND MATERIALS

CONANN HOMES

ADDENDUM "A"

FINISH OUT AGREEMENT

By and between Williamson County ("Buyer") and SLV Development Inc. ("General Contractor") for real property identified as The unbuilt building which "Must be Built" known as Bldg 1300, Unit 104 of The Shops at Legends Village a condominium project, located at 3001 Joe DiMaggio Blvd, in Round Rock, Williamson County, Texas 78665.

General Contractor agrees to finish out the Unit in the above referenced Building in accordance with an Expense Sheet and Floor Plan as provided to and approved by Buyer. This finish out agreement is based on an estimate of the Finish Out cost, and the Expense Sheet and Floor Plan will be completed and approved by the Buyer after this contract's execution, and noted below by dating and initialing by each party.

The Buyer agrees that any changes made to the agreed upon selections and plans will result in a Change Order. The customer also understands that a Change Order is the only manner in which the total finish out cost can be affected. Buyer also agrees that any changes required to be made to the plans by the City of Round Rock, the City of Round Rock Fire Marshal or the Planning Department will be a Change Order to the Customer.

Buyer also agrees that General Contractor will retain sole control of the construction of finish out, including but not limited to use of construction supervisors, architects, interior decorators, sub General Contractors, vendors, suppliers, etc.

The parties agree that all terms and conditions of the Design/Build Construction Addendum executed by the parties shall apply to this agreement, including but not limited to all warranties provided by General Contractor to Buyer therein.

The following items are attached hereto and made a part of this document:

1. Budget Dated _____
2. Floor Plan Dated _____

The total cost to finish out the above referenced premises is: $ 130,000.00 AGREED AND ACCEPTED: SLV Development Inc.

By: _____

Glenn Neans

Date: 2-26-2020

BUYER: Williamson County

By: _____

Date _____

KELLERWILLIAMS
REALTY

WARNING

Please be advised that there are scams which involve companies capturing information from sources unknown, which could send an email that appears to either be from your real estate agent, the title company or the lender requesting that you wire/transfer funds to an account.

DO NOT COMPLY WITH EMAIL INSTRUCTIONS TO WIRE FUNDS!

During your representation by Keller Williams Realty, you will NEVER be asked, via email, to wire or send funds to ANYONE, not even a title company.

If you receive an email request to wire funds from anyone regarding real estate transaction, please contact your agent, your title company, and/or your lender immediately via telephone using a number you were given previously.

NEVER LOGIN TO AN UNKNOWN WEBSITE

I hereby acknowledge receipt of this notice:

*This is required as an attachment to all Listing Agreements and Buyer Representation Agreements for Keller Williams Realty effective immediately July 6, 2015

Information About Brokerage Services

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be supervised by a broker to perform any services and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

- **AS AGENT OR SUBAGENT FOR OWNER (SELLER/LANDLORD):** The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. A subagent represents the owner, not the buyer, through an agreement with the owner's broker. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

- **AS AGENT FOR BUYER/TENANT:** The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

- **AS AGENT FOR BOTH - INTERMEDIARY:** To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:
- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
  - that the owner will accept a price less than the written asking price;
  - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Keller Williams Realty/SGMM LTD	**486695**	**KLRW241@kw.com**	**512-255-5050**
Broker's Licensed Name or Primary Assumed Business Name	License No.	Email	Phone
Avis Wukasch	**284667**	**avis@kw.com**	**512-255-5050**
Designated Broker's Name	License No.	Email	Phone
Avis Wukasch	**284667**	**avis@kw.com**	**512-255-5050**
Agent's Supervisor's Name	License No.	Email	Phone
Frances Crossley	**624524**	**Frances@KWCommercial.com**	**512-751-0004**
Sales Agent/Associate's Name	License No.	Email	Phone

[ ] [ ] 2-26-2020

Buyer/Tenant/Seller/Landlord Initials — Date

Regulated by the Texas Real Estate Commission — **Information Available at www.trec.texas.gov**

Commissioners Court - Regular Session **56.**

Meeting Date: 03/03/2020

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: O'Connor Signal Project
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 SE Loop/Corridor A.
s) Discuss the acquisition of right-of-way for Reagan extension.
t) Discuss the acquisition of right of way for the Great Oaks Bridge Project.
u) Discuss the acquisition of real property for the Brushy Creek Trail Project.
v) Discuss the acquisition of real property in conjunction with WCCF for potential parkland/bird habitat.
x) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
y) Discuss the acquisition of the MKT Right of Way

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
i) Discuss county owned property located at Ed Schmidt Boulevard Hutto, Texas

C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.

D. Discuss the possible placement of agricultural-related monuments at the Williamson County Exposition Center with the participation of third parties.

E. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/27/2020 10:15 AM
Form Started By: Charlie Crossfield		Started On: 02/27/2020 10:11 AM
Final Approval Date: 02/27/2020		

Commissioners Court - Regular Session **57.**

Meeting Date: 03/03/2020

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
j) Project Co-Op

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/27/2020 10:15 AM

Form Started By: Charlie Crossfield Started On: 02/27/2020 10:13 AM

Final Approval Date: 02/27/2020