NOTICE TO THE PUBLIC WILLIAMSON COUNTY COMMISSIONERS COURT June 16, 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.
- 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 4-53)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-003550	Asphalt	\$50,000.00
То	0200-0210-003551	Base & Stabilizer	\$50,000.00

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

From/To	Acct No.	Description	Amount
From	0100.0509.005003	Facilities/Equipment > \$5,000	\$8,629.12

То	0100.0509.001107	Facilities/Temp Labor	\$8,015.90
То	0100-0509-002010	Facilities/FICA	\$613.22

6. Discuss, consider and take appropriate action on a line item transfer for Constable Precinct #2.

From/To	Acct No.	Description	Amount
From	0100-0552-001109	Const#2/Cell Phone Stipend	\$960
From	0100-0552-002010	Const#2/FICA	\$74
From	0100-0552-002020	Const#2/Retirement	\$38
То	0100-0552-004209	Const#2/Cell Phone-Pager	1,072

- 7. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through Sale to Other Entities of four (4) used, surplus Panasonic toughbooks in the amount of \$200 each, pursuant to Tx. Local Gov't Code 263.152 and authorizing execution of the Interlocal Agreements with the cities of Granger and Thrall.
- 8. Discuss, consider and take appropriate action on authorizing the disposal of various county vehicle and equipment assets through Auction including one (1) 2013 Ford Explorer, pursuant to Tx. Local Gov't Code 263.152.
- 9. Discuss, consider and take appropriate action on approving the Interlocal Agreement between Milam County and Williamson County for the sale of four (4) surplus pickup trucks in accordance with Tx. Local Gov't Code 263.152.(a)(1).
- **10.** Discuss, consider and take appropriate action on approving property tax collections for the month of May 2020 for the Williamson County Tax Assessor/Collector.
- **11.** Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.
- **12.** Discuss, consider and take appropriate action on awarding RFP #4333 Life AD&D STD LTD Voluntary Benefits to the overall highest scoring respondent Symetra Life Insurance Company.
- **13.** Discuss, consider, and take appropriate action to approve the County Attorney May 2020 Monthly Report in compliance with Code of Criminal Procedure 103.005.
- **14.** Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, April 2020 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

- **15.** Discuss, consider and take appropriate action on noting in the minutes the reappointment of Commissioner Valerie Covey to the Governing Board of the Texas Indigent Defense Commission by Governor Greg Abbott on May 11, 2020. Term to expire February 1, 2022.
- **16.** Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Lakeline Mall (Emergency crisis/security at mall on 5-31-20 due to APD being unavailable).
- **17.** Discuss, consider, and take appropriate action on rejecting all submittals for IFB #4713 Hygiene Products for Williamson County Jail.
- 18. Discuss, consider and take appropriate action on approving the agreement and addendum between Satellite Tracking of People, LLC and Williamson County for satellite tracking services for Juvenile Services Department.
- 19. Discuss, consider and take appropriate action on authorizing the extension of Agreement #1903-307 Food Services for Juvenile Services, Amendment 3, renewal option 1, for the same terms and conditions as the existing contract, with the exception of Consumer Price Index (CPI) price changes for the renewal period subject to Commissioners Court approval.
- **20.** Discuss, consider and take appropriate action on approving the purchase of a software upgrade from ES&S in the amount of \$7,561 pursuant to BuyBoard Contract #542-17, and authorize execution of the purchase order.
- **21.** Discuss, consider, and take action to approve the OEM to provide light refreshments to non-county personnel during the Williamson County Coronavirus After Action Review.
- **22.** Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for EMS Medical Supplies under IFB #T788.
- **23.** Discuss, consider and take appropriate action on approving access only agreement with Zoll Data Systems, Inc.
- 24. Discuss, consider and take appropriate action on approving the lease of one (1) Sharp MX-M5071 copier and one (1) Sharp MX-4071 copier to support the operations of Williamson County EMS, per the terms of DIR Contract #DIR-CPO-4433.
- **25.** Discuss, consider, and take appropriate action on a 2-year contract extension between Texas Workforce Commission and Williamson County Constable Pct 1.
- 26. Discuss, consider and take appropriate action on approving the Short Term Lease Agreement between Williamson County and Kenfield Golf Cars, LLC for the rental of a golf cart at a rate of \$475.00 per month to support the operations of the Williamson County Expo Center and authorizing execution of the agreement.

- 27. Discuss, consider and take appropriate action on awarding RFQ #2727-3-4 Planning and Design of Park Bond Projects (Champion Park, Project #C1 and Southwest Regional Park, Project #C2) to the overall most qualified firm Studio 16:19, LLC and authorizing execution of the agreement. Funding sources P552 (C1), P560 (C2).
- 28. Discuss, consider and take appropriate action on approving the Agreement and related County Addendum between Williamson County and Lavi Industires to provide a Virtual Queue Manager (QTrac) to support the re-opening and continued operations of Williamson County Departments and authorizing execution of the related documents.
- 29. Discuss, consider and take appropriate action on approving the Service Proposal and related County Addendum between Williamson County and Move Solutions, Ltd. (MSL) to provide moving services in the not-to-exceed amount of \$4,926.22 per the terms of TXMAS Contract Number TXMAS-6-711K020 and authorizing execution of the related documents. Funding source P534.
- **30.** Discuss, consider, and take appropriate action on authorizing the amendment on the Williamson County Medic 11 Project (P-512); Fugro USA Land, Inc. contract in the amount of \$5,455.00.
- **31.** Discuss, consider and take appropriate action on the Williamson County Medic 11 Ambulance Bay Addition (P512) for Fugro USA Land, Inc. SWA #1 to WA #1 for \$5,455.00.
- **32.** Discuss, consider, and take appropriate action on the Williamson County Parking Garage Assessment for Wiss, Janney, Elstner Associates, Inc. SWA#1 to WA #1 for a time extension of 1 month.
- Discuss, consider, and take appropriate action on accepting and approving a report on Williamson County Inner Loop Annex Project (P-434); Vaughn Construction Change Order #11 in the amount of \$19,578.00 for modified scope of work for circuit panels and transformer.
- **34.** Discuss, consider and take appropriate action on the Williamson County Expo Pavilion (P474) Alliance Engineering SWA#1 to WA#1 for a decrease in funds from \$37,403.00 to \$29,903. These funds will be transferred to Williamson County Expo Concessions Project (P475).
- **35.** Discuss, consider and take appropriate action on the Williamson County Expo Concessions (P475) Alliance Engineering SWA#1 to WA#2 for an increase in funds from \$9,734.00 to \$17,234.00. These funds will be transferred from Williamson County Expo Pavilion Project #P474.
- **36.** Discuss, consider and take appropriate action on approving Work Authorization #2 in the amount of \$88,567.00 to expire on December 15, 2021, under Williamson County Contract between Studio 16:19, LLC and Williamson County dated June 16, 2020 for Design and Engineering Services.
- 37. Discuss, consider and take appropriate action to accept a donation for the Road and Bridge fund from Texas Department of Public Safety staff for signage on CR 240 in memory of Penny Thomas "Spirit of Penny Thomas".

- 38. Discuss, consider and take appropriate action on Work Authorization No 3 in the amount of \$94,335.00 to expire August 1, 2023 under Williamson County Contract for Engineering Services between K.C. Engineering, Inc. and Williamson County dated March 24, 2020 for Engineering Design Services for Reconstruction of CR 375. Funding source P497.
- 39. Discuss, consider and take appropriate action on Work Authorization No 3 in the amount of \$7,500.00 to expire on June 30, 2021 under Williamson County Contract for Surveying Services between Surveying And Mapping, LLC and Williamson County dated May 19, 2020 for Topographic Surveying Services for the Williamson County Expo Pavilion. Funding source: 01.0100.3106.004100.
- **40.** Discuss, consider and take appropriate action on Change Order No. 3, to contract number IFB 1904-312, in the amount of \$95,007.65 for the Bluebonnet Drive Reconstruction Project.
- 41. Discuss, consider, and take appropriate action regarding Change Order NO. 2 in the amount of \$9,946.75 for the Seward Junction Improvements (Jordan Foster Construction), a Road Bond project in Commissioner Pct. 2. P:271 Funding Source: Road Bond
- **42.** Discuss, consider and take appropriate action on approval of the final plat for the Star Ranch Parcel 31 subdivision Precinct 4.
- **43.** Discuss, consider and take appropriate action on approval of the preliminary plat for the Hutto 130 Subdivision Precinct 4.
- **44.** Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Ranch South Section 10A subdivision Precinct 2.
- **45.** Discuss, consider and take appropriate action on approval of the final plat for the Sonterra Section 13 subdivision Precinct 3.
- **46.** Discuss, consider and take appropriate action on approval of the preliminary plat of the Star Ranch NE subdivision Precinct 4.
- **47.** Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Elementary Addition Precinct 2.
- **48.** Discuss, consider and take appropriate action on approval of the preliminary plat for the Blessing Ranch subdivision Precinct 2.
- **49.** Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 1 Section 19 subdivision Precinct 3.
- **50.** Discuss, consider and take appropriate action on approval of the preliminary plat for the Hillside at Coupland Unit 2 subdivision Precinct 4.

- **51.** Discuss, consider and take appropriate action on approval of the preliminary plat for the Santa Rita Ranch Phase 3 subdivision Precinct 3.
- **52.** Discuss, consider and take appropriate action on approval of the final plat for the Bailey Park Phase II subdivision Precinct 3.
- **53.** Discuss, consider and take appropriate action on approval of the final plat for the Bailey Park Phase III subdivision Precinct 3.

REGULAR AGENDA

- Discuss, consider and take appropriate action regarding acceptance of a donation of \$38,561.31 to the Williamson County Emergency Medical Services Department from the Estate of D. Bussey to be used for Williamson County Emergency Medical Services Department purposes (Pursuant to Tex. Loc. Gov't Code § 81.032).
- **55.** Discuss, consider and take appropriate action on presentation by Central Texas Regional Mobility Authority of 2019 Annual Report and Financial Statements Keeping you Connected.
- **56.** Discuss, consider and take appropriate action on a proclamation honoring Juneteenth in Williamson County.
- **57.** Discuss, consider, and take appropriate action on accepting subgrant award money for University of Texas-San Antonio for Juvenile Services.
- **58.** Discuss and consider with regard to Williamson County personnel and equipment responding to requests for assistance during Hurricane Season.
- **59.** Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstance and approve a budget amendment to acknowledge additional revenues for the General Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.364100	Insurance Proceeds	\$8,099.73

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

From/To	Acct No.	Description	Amount
	0100.0551.004541	Vehicle Maintenance	\$8,099.73

61. 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 Donations	\$2,175.00

62. 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	\$2,175.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367401	EMS Donations	\$38561.31

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

From/To	Acct No.	Description	Amount
	0100.0540.003670	Use of Donations	\$38561.31

- **65.** Discuss, consider and take appropriate action approving a salary grievance committee, including alternates.
- 66. Discuss, consider, and take appropriate action regarding the Benefits Committee proposed recommendations for the 2021 Benefit Plan Year: Plan Designs, Plan Changes, Employer Funding Contributions, Employee Rates and Retiree Rates.
- Discuss, consider and take appropriate action on a Contract Amendment #1 to Agreement Between Owner and Contractor between Williamson County and JT Vaughn Construction, LLC relating to the Williamson County Inner Loop Annex & Radio Shop Building Renovations Project.

- **68.** Receive updates on the Department of Infrastructure projects and issues.
- **69.** Receive and acknowledge the June 2020 Construction Summary Report and PowerPoint Presentation for the Road Bond Program.
- **70.** Discuss, consider, and take any appropriate action regarding the Williamson County Long-Range Transportation Plan to address current and projected needs in the public interest.
- **71.** Discuss, consider and take appropriate action on approving a 2015 Certificates of Obligation budget transfer to move \$50,000 from Round Rock Building (P322) to WIC Remodel at 355 Texas Avenue (P535).
- **72.** Discuss, consider and take appropriate action on approving a 2019 Park Bond Budget Transfer from 2019 Park Non-Departmental in the amount of \$240,138 to Champion Park Parking Lot (P552) of \$151,571 and SW Regional Park Restrooms (P560) of \$88,567.
- **73.** Discuss, consider and take appropriate action on approving a 2015 Certificates of Obligation budget transfer to close Round Rock Building (P322) and move the remaining funds in the amount of \$174,382.85 to Inner Loop Annex Modifications (P434).
- 74. Discuss, consider and take appropriate action on approving a 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move \$70,000 from 2013 Road Non-Departmental (P290) to CR 110 Middle Phase 2 (P261) of \$50,000 and O'Connor Drive Signal (P329) of \$20,000. Also, to move \$400,000 from CR 200 Phase I (P285) to Seward Junction Southeast (P271). Also, to close O'Connor Drive (P281) and move the balance to O'Connor Drive Signal (P329).
- 75. Discuss, consider, and take appropriate action regarding Change Order No. 2 in the amount of \$63,776.63 for CR 176 at RM 2243 (Joe Bland Construction), a Road Bond project in Commissioner Pct. 3.
 P: 241 Funding Source: Road Bond
- **76.** Discuss, consider and take appropriate action on a Contract Amendment No. 3 to the Corridor H (Sam Bass Road) contract between Williamson County and K Friese + Associates, Inc. relating to the LTP Corridor Program. Project: P462. Fund Source: Corridor.
- 77. Discuss, consider and take appropriate action on a Real Estate Contract with The CCD Liberty Parke LLC for Right of Way needed on the future SH 29 project. Funding Source: Road Bonds P457

- 78. Discuss, consider and take appropriate action on a Real estate contract with Ashley P. Vaughan and Noelle D. Vaughan for Right of Way need on County Road 200, (Parcel 21) Funding Source: Road Bonds P285
- **79.** Discuss, consider and take appropriate action on a Professional Services Agreement between Williamson County and Baylor Scott & White Health for Coronavirus Disease (COVID-19) Testing for Williamson County Emergency Medical Services Personnel.
- **80.** Discuss, consider and take appropriate action on funding matters relating to Coronavirus Aid, Relief, and Economic Security (CARES) Act to include, but not be limited to hearing an update on the Wilco Forward grant program, setting budget priorities in relation to remaining CARES Act funds and possible future funding and allocation plans in relation to CARES Act funds.

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)."

- **81.** 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.
 - I) Discuss the acquisition of real property for Corridor H
 - m) Discuss the acquisition of real property for future SH 29 corridor.
- 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
- **82.** 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) Proiect Advantage
 - f) Project Cedar
 - g) Project Expansion
 - h) Project Arcos
 - i) Project Woods
 - j) Project Co-Op
 - k) Project Liberty
- **83.** 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
- I) 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) Case No. 1:19-CV-938-RP; Langham v. Fuentes, et al., in the United States District Court, Western District of Texas, Austin Division.
- r) Discuss Williamson County Subdivision Regulations and Texas Local Government Code Chapter 232.
- s) 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.
- t) Claim of Regina Wright.
- u) Law on use of County facilities.
- v) 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.
- w) 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.
- x) Case: 1:20-CV-255-LY; Jay Kreper v. Williamson County et al.; In the United States District Court for the Western District of Texas, Austin Division.
- y) Cause No. 20-0752-C26; County of Williamson, by and through the Williamson

County Commissioners Court v. Robert Chody, Individually and in his Official Capacity as Sheriff of Williamson County; In the 26th District Court of Williamson County, Texas.

- z) Legal matters relating to Javier Ambler.
- **84.** Deliberate the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors, employees and/or positions, including but not limited to conducting deliberation and discussion pertaining to annual reviews of department heads and appointed officials (Executive Session as per Tex. Gov. Code Section 551.074 Personnel Matters).

REGULAR AGENDA (continued)

- **85.** Discuss and take appropriate action concerning economic development.
- **86.** Discuss and take appropriate action concerning real estate.
- **87.** 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
 - I) 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) Case No. 1:19-CV-938-RP; Langham v. Fuentes, et al., in the United States District Court, Western District of Texas, Austin Division.
- r) Discuss Williamson County Subdivision Regulations and Texas Local Government Code Chapter 232.
- s) 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.
- t) Claim of Regina Wright.
- u) Law on use of County facilities.
- v) 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.
- w) 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.
- x) Case: 1:20-CV-255-LY; Jay Kreper v. Williamson County et al.; In the United States District Court for the Western District of Texas, Austin Division.
- y) Cause No. 20-0752-C26; County of Williamson, by and through the Williamson County Commissioners Court v. Robert Chody, Individually and in his Official Capacity as Sheriff of Williamson County; In the 26th District Court of Williamson County, Texas.
- z) Legal matters relating to Javier Ambler.
- **88.** 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.

89.	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 12th day of June 2020 at 5:00 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Meeting Date: 06/16/2020

Line item transfer for the Road and Bridge Division

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

Infrastructure

4.

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is necessary in order to purchase more base and stabilizer for base repair work this fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-003550	Asphalt	\$50,000.00
То	0200-0210-003551	Base & Stabilizer	\$50,000.00

Attachments

No file(s) attached.

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 06/09/2020 08:40 AM Budget Office Ashlie Koenig 06/10/2020 03:55 PM

Form Started By: Kelly Murphy Started On: 06/09/2020 08:21 AM

Meeting Date: 06/16/2020

Line Item Transfer

Submitted For: Dale Butler Submitted By: Gina Wrehsnig, Building

Maintenance

5.

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

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

Background

Need additional funds for the remainder of the FY to extend employment of seasonal employees.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.005003	Facilities/Equipment > \$5,000	\$8,629.12
То	0100.0509.001107	Facilities/Temp Labor	\$8,015.90
То	0100-0509-002010	Facilities/FICA	\$613.22

Attachments

No file(s) attached.

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 06/10/2020 02:56 PM Budget Office Ashlie Koenig 06/10/2020 04:41 PM

Form Started By: Gina Wrehsnig Started On: 06/10/2020 02:50 PM

Meeting Date: 06/16/2020

Line Item Transfer

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

6.

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for Constable Precinct #2.

Background

During the FY20 budget process a new position was requested in this office as well as a \$960 cell phone stipend to go with the new position. This was approved by the court. However, right before budget was adopted, the Constables as a whole decided to do away with stipends and go to a county paid cell phone. The monies for cell phone stipend with the new position inadvertently got missed and did not get moved into the correct cell phone line item. This transfer will correct the error.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0552-001109	Const#2/Cell Phone Stipend	\$960
From	0100-0552-002010	Const#2/FICA	\$74
From	0100-0552-002020	Const#2/Retirement	\$38
То	0100-0552-004209	Const#2/Cell Phone-Pager	1,072

Attachments

No file(s) attached.

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 06/10/2020 02:55 PM

Form Started By: Ashlie Koenig Started On: 06/10/2020 01:44 PM

Meeting Date: 06/16/2020

V/E Assets for Sale to Other Entity 6.16.20

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

Purchasing

7.

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 Other Entities of four (4) used, surplus Panasonic toughbooks in the amount of \$200 each, pursuant to Tx. Local Gov't Code 263.152 and authorizing execution of the Interlocal Agreements with the cities of Granger and Thrall.

Background

Please see attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ILA w/City of Granger

2 Toughbooks for sale to City of Granger

ILA w/City of Thrall

2 Toughbooks for sale to City of Thrall

Form Review

Inbox Reviewed By Date

Purchasing (Originator) Randy Barker 06/09/2020 11:20 AM County Judge Exec Asst. Andrea Schiele 06/09/2020 11:27 AM

Form Started By: Randy Barker Started On: 05/20/2020 11:09 AM

INTERLOCAL COOPERATION AGREEMENT BETWEEN CITY OF GRANGER, TEXAS AND WILLIAMSON COUNTY, TEXAS, FOR SALE OF SURPLUS EQUIPMENT

RECITAL

This agreement ("Agreement") is an interlocal cooperation agreement authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Granger, Texas (hereinafter "City"), a home rule municipal cooperation acting herein by and through its governing body, and Williamson County, Texas (hereinafter "The County"), a political subdivision of the State of Texas, also acting herein by and through its governing body. For the public purpose of promoting and ensuring public health and safety, the Parties hereby enter into this Agreement as follows:

1. Effective Date and Term

This Agreement shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and may terminate pursuant to paragraph 3 below if a sale is not completed.

2. Sale of Surplus Equipment

The County agrees to sell a used/surplus <u>Two (2) Panasonic Toughbooks</u> (hereinafter "the equipment") **AS IS** with no warranties of any kind to the City for the sum of \$400.00 (fair market value) made payable to "Williamson County" and paid pursuant the Texas Prompt Payment Act:

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 City receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the City receives an invoice for the goods or services [in this case may be in the form of an e-mail]. Interest charges for any overdue payments shall be paid to 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.

It is understood and agreed that City shall be responsible for pick up and transportation costs to receive the equipment.

3. Termination

This agreement 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 prior to completion of the Agreement. In the event of termination, The City will remain liable for its pro rata share of services rendered and or goods actually received.

4. Notices

4.1. The Parties designate the following persons for receipt of notice:

If to Williamson County:

Name: Williamson County Judge

Address: 710 Main St.

Georgetown, TX 78626

If to City of Granger:

Name: City Manager or Authorized Representative

Address: 212 W. Davilla St. Granger, TX 76530

4.2. The Parties may change the person designated for receipt of notice from time to time by giving notice in writing to the other parties, identifying the new person designated for receipt of service and identifying his/her name, title, address for notice and phone number.

5. Miscellaneous

- 5.1. This is the complete agreement by and between the Parties on the subject matter of the Agreement. It supersedes any other agreement or understanding between the Parties, written or oral, and any other commitments, promises, undertakings, understandings, proposals or representations of the Parties to each other, written or oral, concerning the subject matter of this Agreement.
- 5.2. This Agreement may be modified only by a writing duly executed by each of the Parties. Neither any representation or promise made after the execution of this Agreement, nor any modification or amendment of this Agreement, shall be binding on the Parties unless made in writing and duly executed by each of the Parties.

- 5.3. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
- 5.4. The Parties mutually agree to act in good faith in the performance of this agreement.
- 5.5. Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.
- 5.6. This agreement may not be assigned.

AGREED AND APPROVED;

WILLIAMSON COUNTY

By: County Judge	Date:
CITY OF GRANGER	
By: Authorized City Representative	Date: 5-27-2020

Asset Status Change

Title:	i:0#.f membership hillary.mccoy@wilco.org - 04-06-2020
Disposal Method:	SALE to other entity
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Panasonic Toughbook CF-53SUMZ8LM #3720
1. Manufacturer ID #:	4GTYA20570
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Panasonic Toughbook CF-53SUMZ8LM #5024
2. Manufacturer ID #:	4GTYA20576
2. Condition of Assets:	Working
Transferring Department:	Constables 2
Transferring Department Contact Person:	William Beechinor
Transferring Department Contact Phone Number:	5122604271
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✓ William Beechinor 6/4/2020 12:51 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	×
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	×
Purchasing Final Determination	SALE to a government entity/civil or charitable organization in the county at fair market value
Court Date:	6/16/2020
Agenda Item:	24269
Workflow History Comments	Asset Status Change Review (Non-Transfer) started by Hillary McCoy on 6/4/2020 12:52 PM Comment: Please review the form ID Number 569 for approval.
	Approved by Hillary McCoy on 6/9/2020 8:10 AM Comment:

Asset Status Change

Approved by Mary Watson on 6/9/2020 8:22 AM Comment:

CITY OF THRALL RESOLUTION NO. 2020-5-3

TO ENTER AN INTERLOCAL COOPERATION AGREEMENT BETWEEN CITY OF THRALL, TEXAS AND WILLIAMSON COUNTY, TEXAS FOR SALE OF SURPLUS EQUIPMENT TWO (2) PANASONIC TOUGHBOOKS.

WHEREAS, this agreement ("Agreement) is an Interlocal Cooperation Agreement and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code; and

WHEREAS, , this Interlocal Cooperation Agreement (Agreement) is made and entered into by and between the City of Thrall, Texas (hereinafter "City"), a General Law Type "A" cooperation acting herein by and through its governing body, and Williamson County, Texas (hereinafter "The County"), a political subdivision of the State of Texas, also acting herein by and through its governing body; and

WHEREAS, the County agrees to sell a used/surplus Two (2) Panasonic Toughbooks (hereinafter "the equipment) AS IS with no warranties of any kind to the City for the sum of \$400.00 payable to "Williamson County" and paid pursuant to the Texas Prompt Payment Act; and

WHEREAS, the agreement (Exhibit "A" attached) shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and may terminate pursuant to paragraph 3 in the Agreement if a sale is not completed.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF THRALL, TEXAS:

The City Council of the City of Thrall, Texas has determined that the Agreement is authorized by the governing body and enter with the parties that are stated within the Agreement.

PASSED AND APPROVED this 6th day of May 2020.

Troy Marx

Aslina I Dame

City Secretary

ATTEST

INTERLOCAL COOPERATION AGREEMENT BETWEEN CITY OF THRALL, TEXAS AND WILLIAMSON COUNTY, TEXAS, FOR SALE OF SURPLUS EQUIPMENT

RECITAL

This agreement ("Agreement") is an interlocal cooperation agreement authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Thrall, Texas (hereinafter "City"), a General Law Type "A" municipal cooperation acting herein by and through its governing body, and Williamson County, Texas (hereinafter "The County"), a political subdivision of the State of Texas, also acting herein by and through its governing body. For the public purpose of promoting and ensuring public health and safety, the Parties hereby enter into this Agreement as follows:

1. Effective Date and Term

This Agreement shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and may terminate pursuant to paragraph 3 below if a sale is not completed.

2. Sale of Surplus Equipment

The County agrees to sell a used/surplus <u>Two (2) Panasonic Toughbooks</u> (hereinafter "the equipment") **AS IS** with no warranties of any kind to the City for the sum of \$400.00 (fair market value) made payable to "Williamson County" and paid pursuant the Texas Prompt Payment Act:

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 City receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the City receives an invoice for the goods or services [in this case may be in the form of an e-mail]. Interest charges for any overdue payments shall be paid to 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.

It is understood and agreed that City shall be responsible for pick up and transportation costs to receive the equipment.

3. Termination

This agreement 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 prior to completion of the Agreement. In the event of termination, The City will remain liable for its pro rata share of services rendered and or goods actually received.

4. Notices

4.1. The Parties designate the following persons for receipt of notice:

If to Williamson County:

Name: Williamson County Judge

Address: 710 Main St.

Georgetown, TX 78626

If to City of Thrall:

Name: Mayor or Authorized Representative

Address: 104 S. Main St.

P.O. Box 346 (for mail) Thrall, TX 76578

4.2. The Parties may change the person designated for receipt of notice from time to time by giving notice in writing to the other parties, identifying the new person designated for receipt of service and identifying his/her name, title, address for notice and phone number.

5. Miscellaneous

- 5.1. This is the complete agreement by and between the Parties on the subject matter of the Agreement. It supersedes any other agreement or understanding between the Parties, written or oral, and any other commitments, promises, undertakings, understandings, proposals or representations of the Parties to each other, written or oral, concerning the subject matter of this Agreement.
- 5.2. This Agreement may be modified only by a writing duly executed by each of the Parties. Neither any representation or promise made after the execution of this Agreement, nor any modification or amendment of this Agreement, shall be binding on the Parties unless made in writing and duly executed by each of the Parties.

- 5.3. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
- 5.4. The Parties mutually agree to act in good faith in the performance of this agreement.
- 5.5. Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.
- 5.6. This agreement may not be assigned.

AGREED AND APPROVED;

WILLIAMSON COUNTY

By:		Date:
•	County Judge	
CITY	Y OF THRALL	
By:	Authorized City Representative	Date: 5-6-2020

Asset Status Change

Title:	i:0#.f membership julie.schultz@wilco.org - 30-01-2020
Disposal Method:	SALE to other entity
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Panasonic Toughbook CF-53SUMZ8LM #3704
1. Manufacturer ID #:	4GTYA20565
1. Oracle Asset #:	99193
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Panasonic Toughbook CF-53SUMZ8LM #4840
2. Manufacturer ID #:	4GTYA20558
2. Oracle Asset #:	99194
2. Condition of Assets:	Unknown
3. Condition of Assets:	Unknown
4. Condition of Assets:	Unknown
Transferring Department:	Constables 2
Transferring Department Contact Person:	Julie Schultz
Transferring Department Contact Phone Number:	512-943-1450
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✓ William Beechinor 1/31/2020 1:52 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	×
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	×
Purchasing Final Determination	SALE to a government entity/civil or charitable organization in the county at fair market value
Court Date:	6/16/2020
Agenda Item:	24269
Workflow History Comments	Asset Status Change Review (Non-Transfer) started by Julie Schultz on 1/31/2020 1:53 PM Comment: Please review the form ID Number 381 for approval.

Asset Status Change

Approved by Hillary McCoy on 3/5/2020 10:03 AM Comment:
Approved by Randy Barker on 6/4/2020 10:57 AM Comment:

Meeting Date: 06/16/2020 V/E Assets for Auction 6.16.20

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

Purchasing

8.

Department: Purchasing **Agenda Category:** Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the disposal of various county vehicle and equipment assets through Auction including one (1) 2013 Ford Explorer, 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 Asset for Auction 6.16.20

Form Review

Inbox Reviewed By Date

Purchasing (Originator) Randy Barker 06/11/2020 08:52 AM County Judge Exec Asst. Andrea Schiele 06/11/2020 09:10 AM

Form Started By: Randy Barker Started On: 06/09/2020 11:25 AM

Reason for Status Change	NOT MECHANICALLY SOUND
Department	553 - Constable Pct 3
County VIN/Serial Number	1FM5K8ARXDGB71181
Equipment/Door Number	3B1342
License Plate	1148460
Year	2013
Make	FORD
Model	EXPLORER
Comments (mileage, mechanical issues, other info)	VEHICLE WAS BEING USED AS A DEPARTMENT SPARE. VEHICLE NEEDS COST PROHIBIVTIVE REPAIRS WHICH ARE NOT ECONOMICALLY FEASIBLE FOR A VEHICLE THAT IS SCHEDULED TO BE RETIRED AT THE END OF THIS FISCAL YEAR.
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Patrick Hurley 5/28/2020 2:09 PM
Description Description and Circumstance	×
Receiving Department Signature	^
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	Needs steering gear replaced, not a feasible repair as the vehicles replacement has already been ordered
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 5/28/2020 2:22 PM
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 5/29/2020 8:39 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Anabel Macias 6/1/2020 12:04 PM
Purchasing Department Signature Acknowledgement	✓ Randy Barker 6/9/2020 11:24 AM

Meeting Date: 06/16/2020

V/E Assets for Sale to Other Entity 6.16.20

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

Purchasing

9.

Department: Purchasing **Agenda Category:** Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Interlocal Agreement between Milam County and Williamson County for the sale of four (4) surplus pickup trucks in accordance with Tx. Local Gov't Code 263.152.(a)(1).

Background

Williamson County is willing to provide four (4) used pickup trucks that had been designated for Auction to Milam County at a fair rate not to exceed \$23,715.11 (total). Sale condition of vehicle is "AS IS" with no warranties of any kind. Fair Market Valuation (attached) was performed by Kevin Teller, Director of Fleet Services. All vehicles had previously been approved by Commissioners Court for Auction: 1) 2005 Ford F-150 Crew Cab VIN#1FTPW12535FA37463 on 12/10/19 Agenda, Item #10; 2) 2006 Ford F-250 Ext Cab, VIN#1FTSX21536ED10245 on 3/24/20 Agenda, Item #8; 3) 2011 Chevrolet 1500 Silverado Crew Cab, VIN#3GCPCPE09BG210201 on 12/10/19 Agenda, Item #10; and 4) 2012 Chevrolet 1500 Silverado Ext Cab VIN#1GCRCPE06CZ211154 on 11/19/19 Agenda, Item #6.

Fiscal Impact

From/To	Acct No.	Description	Amount	

Attachments

ILA w/Milam County
Fair Market Evaluation

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 06/10/2020 10:18 AM

Form Started By: Randy Barker Started On: 06/10/2020 08:32 AM

INTERLOCAL COOPERATION AGREEMENT BETWEEN MILAM COUNTY, TEXAS AND WILLIAMSON COUNTY, TEXAS, FOR SALE OF SURPLUS VEHICLES

RECITAL

This agreement ("Agreement") is an interlocal cooperation agreement authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **Milam County, Texas** (hereinafter "Milam"), a local governmental entity in the State of Texas acting herein by and through its governing body, and **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, also acting herein by and through its governing body. For the public purpose of promoting and ensuring public health and safety, the Parties hereby enter into this Agreement as follows:

1. Effective Date and Term

This Agreement shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph 3 below.

2. Sale of Surplus Equipment

The County agrees to sell four (4) pickup trucks used/surplus vehicles: 1) 2005 Ford F-150 Crew Cab VIN – 1FTPW12535FA37463; 2) 2006 Ford F-250 Ext Cab, VIN – 1FTSX21536ED10245; 3) 2011 Chevrolet 1500 Silverado Crew Cab, VIN – 3GCPCPE09BG210201; and 4) 2012 Chevrolet 1500 Silverado Ext Cab VIN – 1GCRCPE06CZ211154 (hereinafter "the vehicles") AS IS with no warranties of any kind to Milam for the sum of \$23,715.11 made payable to "Williamson County" and paid pursuant the Texas Prompt Payment Act:

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 Milam receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date Milam receives an invoice for the goods or services [in this case may be in the form of an e-mail]. Interest charges for any overdue payments shall be paid to 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.

It is understood and agreed that Milam shall be responsible for pick up and transportation costs to receive the vehicles and that payment must be made in advance or upon delivery. Titles and goods will not be released until payment has been confirmed. It is also understood that risk of loss passes to Milam upon pick up of the vehicles.

3. Termination

This agreement 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 prior to completion of the Agreement. In the event of termination, Milam will remain liable for its pro rata share of services rendered and or goods actually received.

4. Notices

4.1. The Parties designate the following persons for receipt of notice:

If to Williamson County:

Name: Hon. Bill Gravell, Williamson County Judge

Address: 710 Main St.

Georgetown, Texas 78626

Phone: (512) 943-1500

If to City of Milam:

Name: Hon. Steve Young, Milam County Judge

Address: 102 S. Fannin Ave.

Cameron, Texas 76520

Phone: (254) 697-7000

4.2. The Parties may change the person designated for receipt of notice from time to time by giving notice in writing to the other parties, identifying the new person designated for receipt of service and identifying his/her name, title, address for notice and phone number.

5. Miscellaneous

5.1. This is the complete agreement by and between the Parties on the subject matter of the Agreement. It supersedes any other agreement or understanding between the Parties, written or oral, and any other commitments, promises, undertakings, understandings, proposals or representations of the Parties to each other, written or oral, concerning the subject matter of this Agreement.

- 5.2. This Agreement may be modified only by a writing duly executed by each of the Parties. Neither any representation or promise made after the execution of this Agreement, nor any modification or amendment of this Agreement, shall be binding on the Parties unless made in writing and duly executed by each of the Parties.
- 5.3. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
- 5.4. The Parties mutually agree to act in good faith in the performance of this agreement.
- 5.5. Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.
- 5.6. This agreement may not be assigned.

AGREED AND APPROVED;

By: County Judge	Date:
MILAM COUNTY	
By: County Judge	Date:

WILCO UNITS

CC Aproval Date	Wilco unit #	Year	Make	Model	VIN	Type	Miles	Fair Market Value
3/24/2020	SB0618	2006	Ford	F-250 Ext Cab	1FTSX21536ED10245	Long bed	146,405	\$ 3,481.18
12/10/2019	SB1121	2011	Chevrolet	1500 Silverado Crew Cab	3GCPCPE09BG210201	Short bed	136,084	\$ 8,671.19
11/19/2019	SB1203	2012	Chevrolet	1500 Silverado Ext Cab	1GCRCPE06CZ211154	Short bed	142,811	\$ 8,255.59
12/10/2019	FB0516	2005	Ford	F-150 Crew Cab	1FTPW12535FA37463	Short bed	127,600	\$ 3,307.15
							Total	\$ 23,715.11

	RENE BATES GOV	/DEALS	<u>AVERAGE</u>
2006 FORD F250	\$ 3,722.22 \$	3,240.14	\$ 3,481.18
MILEAGE	117,660	165,706	141,683
2011 CHEVROLET 1500	\$ 10,055.25 \$	7,287.13	\$ 8,671.19
MILEAGE	65,273	154,423	109,848
2012 CHEVROLET 1500	\$ 7,363.00 \$	9,148.18	\$ 8,255.59
MILEAGE	136,978	153,746	145,362
2005 FORD F150	\$ 3,425.30 \$	3,189.00	\$ 3,307.15
MILEAGE	112,910	146,810	129,860
416C BACKHOE LOADER	\$ 15,628.00 \$ 1	.6,215.00	\$ 15,921.50
953C TRACK LOADER	\$ 31,783.33 NO	NE AVAILA	\$ 31,783.33
	7608		

<u>Make</u>	<u>Model</u>		<u>Price</u>	Miles	Date Sold	<u>Location</u>
2011's	4500	,	42.440.00	27.206	4 /20 /2020	To a City blood Bod
Chevrolet			13,110.00	27,386		Town of Highland Park
Chevrolet			13,500.00	22,506		Town of Highland Park
Chevrolet	1500		5,860.99	67,516		South Padre Island
Chevrolet	1500	•	7,750.00	143,684	2/22/2017	Brazos River Authority
		\$	10,055.25	65,273		
2012's						
Chevrolet	1500	\$	8,600.00	NI/A	2/5/2020	City of Richardson & Allen
Chevrolet	3500HD	۶ \$	3,551.00		10/10/2017	·
Chevrolet	2500HD	•	9,938.00	111,300		4x4 Tommy Lift
Cheviolet	230000	\$ \$	7,363.00	136,978	1/20/2017	4x4 Tollilly Lift
		Ą	7,303.00	130,376		
2006						
Ford	F250	\$	4,050.00	82,829	10/8/2019	City of Rowlett
Ford	F250	\$	3,300.00	139,203		City of Parker
Ford	F250	\$	2,750.00	150,000		Permia Basin Community Centers
Ford	F250	\$	6,150.00	65,194		City of Grand Praire
Ford	F250	\$	3,900.00	121,855		City of Carrolton
Ford	F250	\$	4,100.00	82,241	5/8/2019	City of Rowlett
Ford	F250	\$	2,300.00	112,056	1/30/2019	City of Midland
Ford	F250	\$	3,750.00	100,070	10/11/2018	City of Frisco
Ford	F250	\$	3,200.00	205,490	10/5/2018	Fayette County
		\$	3,722.22	117,660		
<u>2005</u>						
Ford	F150 Ext	\$	4,250.00	65,020	3/10/2020	City of Liberty
Ford	F150	\$	2,750.65	105,527	11/18/2019	Midland College
Ford	F150 Ext	\$	2,250.00	112,872	9/27/2019	City of Waco
Ford	F150 Ext	\$	3,350.00	100,000	8/30/2019	City of Rockwall
Ford	F150 Ext	\$	2,500.00	103,341	8/20/2019	City of Sunrise Florida
Ford	F150 Ext	\$	2,650.00	151,122	8/20/2019	City of Grand Prairie

Ford	F150 Ext	\$ 2,600.00	142,654	8/20/2019	City of Grand Prairie
Ford	F150 Ext	\$ 2,800.00	124,734	8/20/2019	City of Grand Prairie
Ford	F150 Ext 4x4	\$ 2,400.00	147,783	8/15/2019	City of Vernon
Ford	F150 Ext	\$ 4,102.00	141,577	8/7/2019	City of Frisco
Ford	F150 Ext	\$ 5,500.00	88,528	8/7/2019	City of Frisco
Ford	F150 Ext	\$ 2,100.00	159,670	7/22/2019	Ellis County
Ford	F150 Ext	\$ 2,250.00	166,870	7/22/2019	Ellis County
Ford	F150 Ext	\$ 4,250.00	88,991	7/22/2019	City of Carrollton
Ford	F150 Ext	\$ 2,222.00	144,562	7/15/2019	Arlington ISD
Ford	F150 Ext	\$ 5,750.00	81,818	5/23/2019	City of McKinney
Ford	F150 Ext	\$ 5,150.25	98,773	5/14/2019	City of Carrollton
Ford	F150 Ext	\$ 6,050.00	125,813	4/15/2019	Potter County
Ford	F150 Ext	\$ 2,750.00	87,799	4/11/2019	City of Liberty
Ford	F150 Ext	\$ 2,850.00	64,344	4/11/2019	City of Liberty
Ford	F150 Ext	\$ 2,250.00	82,622	4/11/2019	City of Liberty
Ford	F150 Ext	\$ 3,357.00	159,924	1/10/2019	City of Grand Prairie
Ford	F150 Ext	\$ 4,650.00	52,581	12/13/2018	City of Arlington
		\$ 3,425.30	112,910		

MAJOR ISSUES NOTED

Ford	F250	\$ 1,222.22	96,396	10/19/2018 City of League City
Chevrolet	1500	\$ 2,059.00	Unknown	7/3/2018 City of Lubbock
Chevrolet	3500	\$ 10,000.00	173,206	2/22/2017 Brazos River Authority
Ford	F150 Ext	\$ 2,200.00	unknown	3/11/2019 City of Princeton
Ford	F150 Ext	\$ 750.00	148,273	10/29/2019 City of San Angelo

Make	Model	Price	Miles	Date Sold	Location
2011's					
Chevrolet	1500 Crew Cab	\$ 9,450.00	43,454	3/3/2020	City of College Station
Chevrolet	1500 Crew Cab	\$ 7,350.00	90,830	3/2/2020	City of College Station
Chevrolet	1500 Ext Cab	\$ 5,734.00	159,964	5/28/209	Jacksonville, FL
Chevrolet	1500 Crew Cab 4x4	\$ 8,220.00	190,421	6/2/2019	Anderson, SC
Chevrolet	1500 Crew Cab 4x4	\$ 8,516.00	185,315	6/8/2019	Anderson, SC
Chevrolet	1500 Ext Cab	\$ 7,000.00	103,827	7/8/2019	Gretna, LA
Chevrolet	1500 Crew Cab 4x4	\$ 10,850.00	124,013	8/6/2019	Tumwater, WA
Chevrolet	1500 Crew Cab	\$ 4,900.00	223,282	8/30/2019	West Colimbia, SC
Chevrolet	1500 Crew Cab 4x4	\$ 6,600.00	223,931	10/15/2019	West Colimbia, SC
Chevrolet	1500 Ext Cab	\$ 6,675.00	150,355	10/22/2019	Jacksonville, FL
Chevrolet	1500 Crew Cab 4x4	\$ 7,550.00	144,628	11/7/2019	West Colimbia, SC
Chevrolet	1500 Crew Cab 4x4	\$ 7,501.11	244,546	1/31/2020	Carrollton, OH
Chevrolet	1500 Crew Cab 4x4	\$ 8,040.00	147,845	2/13/2020	Salem, OR
Chevrolet	1500 Crew Cab	\$ 4,760.00	227,434	3/17/2020	Baton Rouge, LA
Chevrolet	1500 Ext Cab 4x4	\$ 7,143.00	85,785	4/1/2020	Ozark, AR
Chevrolet	1500 Crew Cab	\$ 6,305.00	125,137	5/3/2020	Memphis, TN
		\$ 7,287.13	154,423		
2012's					
Chevrolet	1500 Crew Cab	\$ 12,308.00	98,060	0/2/2010	City of College Station
Chevrolet	1500 Crew Cab	\$ 12,308.00	140,002		Salem, OR
Chevrolet	1500 Crew Cab 4x4	\$ 0,010.00	150,970		Lincoln, NE
Chevrolet	1500 Ext Cab 4x4	\$ 7,830.00	132,195		Little Rock, AR
Chevrolet	1500 Ext Cab 4x4	\$ 11,873.00	188,831		West Columbia, SC
Chevrolet	1500 Crew Cab 4x4	\$ 8,500.00	191,529		West Columbia, SC
Chevrolet	1500 Ext Cab 4x4	\$ 8,925.00	157,389		Little Rock, AR
Chevrolet	1500 Ext Cab 4x4	\$ 8,400.00	134,837		Little Rock, AR
Chevrolet	1500 Ext Cab 4x4	\$ 9,600.00	123,089		Little Rock, AR
Chevrolet	1500 Ext Cab 4x4	\$ 7,673.00	148,615	•	Little Rock, AR
Chevrolet	1500 Ext Cab 4x4	\$ 8,075.00	174,000		Little Rock, AR
Chevrolet	1500 Ext Cab 4x4	\$ 13,026.00	134,737		Little Rock, AR
Chevrolet	1500 Ext Cab 4x4	\$ 9,050.00	126,288		Fontana, CA
Chevrolet	1500 Ext Cab 4x4	\$ 8,976.00	147,680		Jacksonville, FL
Chevrolet	1500 Crew Cab 4x4	\$ 9,200.00	211,300		West Columbia, SC
Chevrolet	1500 Crew Cab 4x4	\$ 5,900.00	203,481		West Columbia, SC
Chevrolet	1500 Crew Cab 4x4	\$ 11,201.00	150,682		West Columbia, SC
5.16.110161		¢ 0.440.40	150,002	3, 23, 2013	11 232 2314111014, 32

<u>2006</u>				
Ford	F250	\$ 9,700.00	69,805	4/27/2020 Bellbrook, OH
Ford	F250	\$ 4,710.00	181,638	8/28/2019 Nashville, TN
Ford	F250	\$ 2,600.00	191,779	7/12/2019 Frankfort, KY
Ford	F250	\$ 2,011.00	219,602	3/4/2020 Nashville, TN

\$ 9,148.18

153,746

\$ 3	3,240.14	165	,706
------	----------	-----	------

		۲	3,240.14	103,700		
2005						
Ford	F150 Ext	\$	2,605.00	111,199	5/29/2020	Parkland, FL
Ford	F150 Ext 4x4	\$	3,773.00	182,420	3/31/2020	Madison, AL
		\$	3,189.00	146,810		
MAIODISS	UES NOTED					
Ford	F250	\$	1,510.01	223,029	2/26/2020	Nashville, TN
Ford	F250	۶ \$	1,500.00	139,883		Las Cruces, NM
			-	•		•
Ford	F250	\$	650.00	419,251		
Chevrolet	2500 Crew Cab	\$	4,625.00	214,057		Burnet County
Chevrolet	1500 Crew Cab 4x4	\$	6,676.00	136,323	3/24/2020	Salem, OR
Chevrolet	1500 Crew Cab 4x4	\$	5,010.00	141,447	3/20/2020	Salem, OR
Chevrolet	1500 Crew Cab	\$	5,020.00	182,118	3/17/2020	Baton Rouge, LA
Chevrolet	1500 Crew Cab 4x4	\$	15,801.00	48,007	9/13/2019	Iowa City, IA
Chevrolet	2500 Crew Cab	\$	5,540.00	190,545	12/3/2019	Polk County
Chevrolet	1500 Crew Cab 4x4	\$	10,213.00	170,182	10/30/2019	Tumwater, WA
Ford	F150 Crew	\$	3,700.00	184,918	1/23/2020	Cleveland, TN
Ford	F150 Ext	\$	1,210.00	unknown	12/20/2019	La Place, LA
Ford	F150 Ext	\$	1,010.00	218,641	11/18/2019	Monroe, GA
2005						
Ford	F150 Crew Cab	\$	3,700.00	184,918	1/23/2020	Cleveland, TN

Commissioners Court - Regular Session

Meeting Date: 06/16/2020

Property Tax Collections - May 2020

Submitted For: Larry Gaddes Submitted By: Renee Clark, County Tax

Assessor Collector

10.

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving property tax collections for the month of May 2020 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

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

.050120-053120 GWI-RFM 050120-053120 GWI-RFM Graph

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 06/11/2020 10:28 AM

Form Started By: Renee Clark Started On: 06/11/2020 10:06 AM

Final Approval Date: 06/11/2020

YEAR TO DATE - COLLECTION REPORT Williamson County - GWI/RFM Property Taxes May 1-31, 2020

Williamson County General Fund	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2019 2018 & Prior Rollbacks	\$288,080,730.50 \$2,372,220.70 \$365,097.69	(\$108,072.51) (\$851,960.96) \$750,895.58	\$287,972,657.99 \$1,520,259.74 \$1,115,993.27	\$1,594,308.69 \$29,113.90 \$69,490.99	\$7,719.25	\$1,686.29 \$156.35 \$0.00	\$3,163,497.09 \$1,739,439.26 \$145,835.66	\$284,809,160.90 (\$219,179.52) \$970,157.61	98.90% -14.42% 86.93%	99.06% -3.39% 87.73%	99.39%
Total All	\$290,818,048.89	(\$209,137.89)	\$290,608,911.00	\$1,692,913.58	\$81,123.80	\$1,842.64	\$5,048,772.01	\$285,560,138.99	98.26%	98.48%	

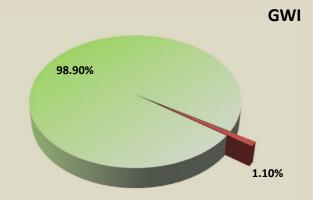
Williamson County RFM	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2019 2018 & Prior Rollbacks	\$27,355,408.62 \$208,455.77 \$33,250.27	(\$3,969.42) (\$79,116.27) \$69,598.83	\$27,351,439.20 \$129,339.50 \$102,849.10	\$148,292.40 \$2,788.71 \$6,443.45	\$736.50	\$160.92 \$14.28 \$0.00	\$296,969.33 \$150,117.67 \$13,603.29	\$27,054,469.87 (\$20,778.17) \$89,245.81	98.91% -16.06% 86.77%	99.08% -4.04% 87.57%	99.39%
Total All	\$27,597,114.66	(\$13,486.86)	\$27,583,627.80	\$157,524.56	\$7,741.80	\$175.20	\$460,690.29	\$27,122,937.51	98.33%	98.55%	

2019 COMBINED MONTHLY BREAKDOWN

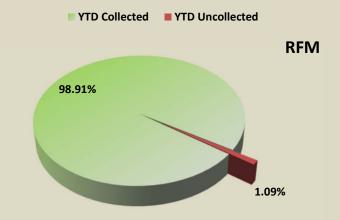
Oct-19	\$318,415,163.55	\$69,338.91	\$318,484,502.46	\$7,496,527.39	\$48,223.83	\$1,321.80	\$310,986,653.27	\$7,497,849.19
Nov-19	\$318,484,502.46	\$694,814.30	\$319,179,316.76	\$16,104,942.86	\$10,400.61	\$590.80	\$295,575,933.91	\$23,603,382.85
Dec-19	\$319,179,316.76	(\$484,593.07)	\$318,694,723.69	\$169,824,788.05	\$25,118.81	\$3,263.02	\$125,263,289.77	\$193,431,433.92
Jan-20	\$318,694,723.69	(\$56,846.87)	\$318,637,876.82	\$109,780,093.26	\$20,000.98	(\$112,301.44)	\$15,538,651.08	\$303,099,225.74
Feb-20	\$318,637,876.82	\$29,340.37	\$318,667,217.19	\$4,922,830.80	\$288,359.87	\$25,196.03	\$10,619,964.62	\$308,047,252.57
Mar-20	\$318,667,217.19	(\$53,707.58)	\$318,613,509.61	\$2,319,345.21	\$126,283.60	\$1,385.41	\$8,245,526.42	\$310,367,983.19
Apr-20	\$318,613,509.61	(\$426,832.91)	\$318,186,676.70	\$462,125.51	\$99,273.07	\$511.82	\$7,356,056.18	\$310,830,620.52
May-20	\$318,186,676.70	\$5,862.10	\$318,192,538.80	\$1,850,438.14	\$88,865.60	\$2,017.84	\$5,509,462.30	\$312,683,076.50

Year to Date Collection Report October 1, 2019 - May 31, 2020

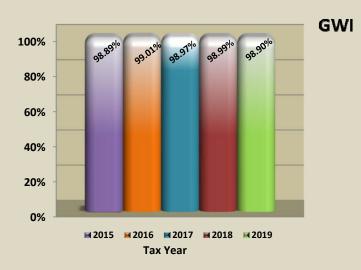




Year to Date Collection Report October 1, 2019 - May 31, 2020



Percent of Roll Collected Comparison 2015-2019



Percent of Roll Collected Comparison 2015-2019



Commissioners Court - Regular Session

Meeting Date: 06/16/2020

Compensation Items

Submitted By: Kayla Marek, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

11.

Agenda Item

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

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Merit Report Merit LIT

Position Changes

Form Review

Inbox Reviewed By Date

Human Resources (Originator)

Laura Drewry

06/10/2020 11:48 AM

County Judge Exec Asst.

Andrea Schiele

06/10/2020 01:13 PM

Form Started By: Kayla Marek Started On: 06/10/2020 11:04 AM

Final Approval Date: 06/10/2020

Department	Position	Emp Num	Current Annual Salary	Annual Merit Amt	Merit%	New Annual Salary	Lumpsum Merit	Pay Proposal Reason	Effective Date of Change
	Sr Director of								
Building Maintenance	Facilities.0245.001100.Y	12279	\$120,510.00	\$2,410.20	2.00	\$122,920.20		MERIT	12-Jun-20
Commissioners Court	Public Affairs Mgr.0720.001100.	10138	\$85,186.14	\$1,703.78	2.00	\$85,186.14	\$1,703.78	MERIT	12-Jun-20
Commissioners Court	General Counsel.0717.001100.	10733	\$132,528.50	\$2,650.70	2.00	\$135,179.20		MERIT	12-Jun-20
Elections	Elections Administrator.0770.001100.	13442	\$102,277.50	\$2,045.68	2.00	\$104,323.18		MERIT	12-Jun-20
Emergency Services Dept.	Office Admin III.1747.001100.	14981	\$64,392.90	\$2,575.82	4.00	\$66,968.72		MERIT	10-Jul-20
Information Systems	Analyst II.0945.001100.	11552	\$82,405.96	\$823.94	1.00	\$83,229.90		MERIT	26-Jun-20
Information Systems	System Support Spec II.1913.001100.	15189	\$45,886.78	\$688.29	1.50	\$46,575.07		MERIT	26-Jun-20
Information Systems	System Support Spec II.1856.001100.N	14865	\$47,263.38	\$472.64	1.00	\$47,736.02		MERIT	26-Jun-20
Information Systems	Developer I.1722.001100.Y	13349	\$74,121.84	\$741.26	1.00	\$74,863.10		MERIT	26-Jun-20
Information Systems	Analyst III.0965.001100.	5075	\$85,288.32	\$852.80	1.00	\$86,141.12		MERIT	26-Jun-20
Information Systems	Project Manager.0957.001100.	10409	\$102,258.26	\$1,022.58	1.00	\$103,280.84		MERIT	26-Jun-20
Information Systems	System Administrator II.0089.001100.Y	11560	\$64,917.58	\$649.22	1.00	\$65,566.80		MERIT	26-Jun-20
Information Systems	Analyst I.0949.001100.Y	1826	\$68,977.48	\$689.78	1.00	\$69,667.26		MERIT	26-Jun-20
Information Systems	System Administrator I.1682.001100.Y	2752	\$59,692.36	\$596.96	1.00	\$60,289.32	\$988.12	MERIT	26-Jun-20
Information Systems	IT Manager.0967.001100.Y	10352	\$78,751.92	\$787.54	1.00	\$79,539.46		MERIT	26-Jun-20

Information Systems	IT Manager.0960.001100.Y	10471	\$86,147.88	\$861.38	1.00	\$87,009.26	MERIT	26-Jun-20
Information Systems	Security Engineer.0968.001100.Y	12980	\$72,369.44	\$1,085.50	1.50	\$73,454.94	MERIT	26-Jun-20

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0509	001100	2,410.20	
01	0100	0509	002010	184.38	
01	0100	0509	002020	350.20	
01	0100	8001	001130		2,410.20
01	0100	8001	002010		184.38
01	0100	8001	002020		350.20
01	0100	0401	001100	4,354.48	
01	0100	0401	002010	333.12	
01	0100	0401	002020	632.71	
01	0100	8001	001130		4,354.48
01	0100	8001	002010		333.12
01	0100	8001	002020		632.71
01	0100	0492	001100	2,045.68	
01	0100	0492	002010	156.49	
01	0100	0492	002020	297.24	
01	0100	8001	001130		2,045.68
01	0100	8001	002010		156.49
01	0100	8001	002020		297.24
01	0100	0583	001100	2,575.82	
01	0100	0583	002010	197.05	
01	0100	0583	002020	374.27	
01	0100	8004	001130		2,575.82
01	0100	8004	002010		197.05
01	0100	8004	002020		374.27
01	0100	0503	001100	10,260.01	
01	0100	0503	001130		10,260.01

Department	PCN		Current Annual Salary	*New Annual	Budget	Budget	to Position		Earliest Oracle Effective Date
Juvenile Services	1169	n/a	n/a	n/a	n/a	n/a	n/a	Reclass: Grade change only from LVN Juv (B.20) to LVN Juv (B.22).	6/19/2020

^{*}Amount may vary slightly due to Oracle rounding

Commissioners Court - Regular Session

Meeting Date: 06/16/2020

Awarding RFP #4333 Life AD&D STD LTD Voluntary Benefits

Submitted For: Randy Barker Submitted By: Thomas Skiles,

Purchasing

12.

Department: Purchasing **Agenda Category:** Consent

Information

Agenda Item

Discuss, consider and take appropriate action on awarding RFP #4333 Life AD&D STD LTD Voluntary Benefits to the overall highest scoring respondent Symetra Life Insurance Company.

Background

Purchasing solicited sealed proposals for Life, Disability and Voluntary Benefits. Eleven (11) suppliers participated in the RFP, of which three (3) suppliers submitted a response. The responses were evaluated by a Selection Committee appointed by the Benefits Committee. After the initial evaluation, a best and final offer was sought of each respondent. The proposals were summarized and evaluated again with the best and final offers received. The Benefits Committee was presented with the findings of the Selection Committee and determined that Symetra was the highest scoring and best value response. Symetra submitted a proposal with no increase to the current rates. Department point of contact Shelley Loughrey. Funding source: \$18,500 is budgeted in 01.0885.0885.004058 (Group Life Premiums). Voluntary coverage elections are funded by Employee Voluntary Contributions.

Fiscal Impact

From/To Acct	No. Description	Amount
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Attachments

Solicitation Summary

Evaluation

Symetra Response

Form Review

Inbox Reviewed By Date

Purchasing (Originator) Randy Barker 06/11/2020 10:00 AM County Judge Exec Asst. Andrea Schiele 06/11/2020 10:41 AM

Form Started By: Thomas Skiles Started On: 06/08/2020 07:50 AM

Final Approval Date: 06/11/2020

Solicitation summary (4333)

Details

Reference number:

Procedure: Sealed without Preselection

Description:

SOLICITATION NOTICE:

Notice is hereby given that Williamson County will be accepting sealed Proposals for the above-mentioned goods and/or services.

Williamson County prefers and request electronic submittal of this Proposal. However paper proposals will currently still be received. Instruction for submission via hard-copy are included in this RFP.

**All Vendors must ensure that their time zone settings are set correctly to Central Standard Time (UTC-06:00) all times posted will be in Central Standard Time. Late submittals can not be accepted due to issues with time zone settings.

GENERAL INFORMATION:

Williamson County is seeking a qualified provider to provide policies for Group Life, Voluntary Life, Short Term Disability, Long Term Disability, Critical Illness, Accident, Pre-Paid Legal and Identity Theft.

INITIAL CONTRACT TERM:

Three (3) Years

RENEWAL OPTIONS:

Two (2) One Year Renewal Options

PRE-PROPOSAL MEETING:

None

PARTICIPATION:

Interested Suppliers can view the full details of the Solicitation by clicking the **'PARTICIPATE'** button below.

Selecting the participate button does not obligate you to submit a response to this Solicitation but is necessary in order to view the details of this Solicitation.

! I DON'T SEE A PARTICIPATE BUTTON **!**

You must be on the https://platform-us.negometrix.com website in order to access Williamson County's Solicitation information.

SUPPORT

Should you need assistance in using the software please contact the Negometrix Service Desk at:

Telephone: (724) 888-5294

Email: servicedesk.us@negometrix.com

Or view the Negometrix 'Supplier Guide' located on the Help page.

Technical Assistance (Mon - Fri: 8 am to 5 pm)

PROPOSAL OPENING

Please click the link below to attend the live proposal opening on 5/5/2020 at 2:00 PM Central Standard Time.

Proposal Opening

Awarded supplier(s)

• Symetra (Symetra)

Offers/Applications from suppliers

- Suppliers (Number of suppliers: 11)
 - WorkWell
 - Participant since: Apr 28 2020 5:19:47 PM
 - Winston Benefits
 - Participant since : Apr 15 2020 9:56:38 AM
 - Dearborn Life Insurance Company
 - Participant since: Apr 6 2020 2:30:00 PM
 - PGN Consulting
 - Participant since: Apr 4 2020 10:17:15 AM
 - Allstate Benefits
 - Participant since: Apr 3 2020 12:46:37 AM
 - Lincoln Financial Group
 - Participant since: Apr 2 2020 2:21:08 PM
 - Ochs, Inc.
 - Participant since: Apr 1 2020 2:11:57 PM
 - CHLIC
 - Participant since: Apr 1 2020 1:48:24 PM
 - Mutual of Omaha
 - Participant since : Apr 1 2020 10:38:01 AM
 - American Fidelity
 - Participant since: Apr 1 2020 7:41:57 AM
 - Symetra
 - Participant since: Apr 1 2020 7:34:35 AM
- Offer phase (Number of offers in phase: 3)
 - Symetra (Symetra) Time and date of submitting: Apr 28 2020 8:28:31 AM
 - Securian Financial (Ochs, Inc.) Time and date of submitting: May 5 2020 7:53:32 AM
 - Dearborn Life Insurance Company (Dearborn Life Insurance Company) Time and date of submitting: Apr 30 2020 3:45:42 PM
- Evaluation (Number of offers in phase: 3)
 - Symetra (Symetra)
 - Securian Financial (Ochs, Inc.)
 - Dearborn Life Insurance Company (Dearborn Life Insurance Company)
- Awarding (Number of offers in phase: 1)
 - Symetra (Symetra)

Schedule

Name	Type	Start date	End date	Responsible person
Creation date	Date	Mar 18 2020 7:05 AM	_	Blake Skiles
Preparation	Phase	Mar 18 2020 7:05 AM	Mar 31 2020 10:30 AM	
Offer phase	Phase	Mar 31 2020 10:30 AM	May 5 2020 9:00 AM	
Q&A Deadline	Date	Apr 17 2020 3:00 PM	_	
Evaluation	Phase	May 5 2020 9:00 AM	Jun 20 2020 7:00 AM	
Consensus Meeting	Date	Jun 1 2020 12:00 AM	_	
Award phase	Date	Jun 20 2020 7:00 AM	_	

Results

• Offer phase (Mar 31 2020 - May 5 2020) Williamson County- RFP

Rank	It Name	Knockouts	unanswered question(s)	Uploads missed	Incomplete evaluations	Unanswered buyer questions	Price	Quality score	Phase
1	Dearborn Life Insurance Company	2	_	_	15	-	_	0%	Yes
1	Symetra	1	_	_	15	_	_	0%	Yes
1	Ochs, Inc.	-	_	_	15	_	_	0%	Yes
Work	ksheets								
Resul Rank	lt Name						Price	e Phase	
1	Dearborn Li	fe Insurance	Company				\$0	Yes	
1	Symetra						\$0	Yes	
1	Ochs, Inc.						\$0	Yes	
Resul Rank	Name	Knockouts	unanswered question(s)	Uploads missed	Incomplete evaluations	Unanswered buyer questions	Price	Quality score	Phas
			(1)						
1	Dearborn Life Insurance	2	_	_	15	_	_	0%	No
1	Insurance Company	2	-	_	15	-	_	0%	No
1	Insurance Company Ochs, Inc.	_	-	-	15	-	_	0%	No
1	Insurance Company Ochs, Inc. Symetra						_ _ _		
1	Insurance Company Ochs, Inc.	_	-	-	15	-		0%	No
1	Insurance Company Ochs, Inc. Symetra	_	-	-	15	-	_	0%	No Yes
1 1 Work Resul	Insurance Company Ochs, Inc. Symetra (sheets It Name	_	-	-	15	-	_	0%	No Yes
1 Work Resul	Insurance Company Ochs, Inc. Symetra (sheets It Name	1	-	-	15	-	_ Price	0% 0%	No Yes
1 1 Work Resul Rank 1	Insurance Company Ochs, Inc. Symetra csheets It Name Dearborn Li	1	-	-	15	-	Price	0% 0% Phase	No Yes
1 1 Work Resul Rank 1 1 1 Willia	Insurance Company Ochs, Inc. Symetra (sheets) It Name Dearborn Li Ochs, Inc. Symetra rding mson County-	- 1 fe Insurance	-	-	15	-	Price \$0 \$0	0% 0% Phase No	No Yes
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Contracts

There are no contracts added

Comments

No comments

EVALUATION - Life/AD&D/STD/LTD/Voluntary Benefits RFP # 4333

Evaluation Criteria	Maximum Score Points	Symetra	Dearborn Life Insurance Company	Ochs, Inc
Firm's Qualifications and Capabilities	10	10	9	9
Claims Processing/Benefit Determination	30	30	29	29
Reporting	20	20	18	19
Cost	40	38	38	39
TOTAL	100	98	94	96



Symetra
Group Benefits



Symetra Group Benefits

Response to Proposal Request

Prepared for:

Williamson County Georgetown, TX

on behalf of Holmes Murphy & Associates

April 27, 2020



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1

At-A-Glance



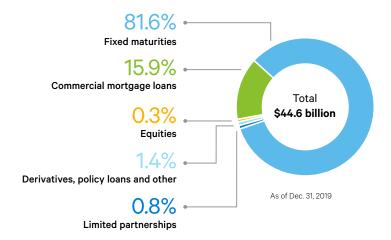
Facts about Symetra¹

CEO Margaret Meister	Headquarters Bellevue, Washington
CFO Tommie Brooks	Our offices Located in 17 cities across the U.S.
Assets \$55.5 billion as of Dec. 31, 2019 ^{2,3}	Distribution Benefit consultants
•	Financial institutions Financial professionals

High-quality investment portfolio

Our balance sheet reflects our rigorous risk management and strict asset-liability matching standards.

- 98% of fixed-maturities portfolio is investment grade.
- Commercial mortgage loan portfolio:
 - Provides attractive yields relative to Treasury securities.
 - 95% of portfolio is considered lower or medium risk based on their loan-to-value and debt-service coverage ratios.
 - Excellent credit performance.



Our guiding principles



Our success as a business is guided by the principles of Value, Transparency and Sustainability, or **VTS**.

Value

We provide products and solutions people need at a competitive price—backed by dedication to excellent customer service.

Transparency

We communicate clearly and openly so people can understand what they are buying.

Sustainability

Our products stand the test of time. We're financially disciplined, so we'll be here when customers need us.

Parent company

Sumitomo Life, a mutual insurance company with over 100 years of history and one of the largest life insurance companies in Japan.

Together, Sumitomo Life and Symetra have total assets of over \$300 billion.⁴

Not a bank or credit union deposit, obligation or guarantee | May lose value | Not FDIC or NCUA/NCUSIF insured | Not insured by any federal government agency

continued

SYM-1001

Diverse product offerings

We provide products and services that help people and businesses achieve their financial goals.

Retirement Division

Annuity solutions providing asset protection, growth and guaranteed income in retirement.

- · Fixed indexed annuities
- · Registered index-linked annuities
- · Fixed deferred annuities
- Income annuities:
 - Includes single premium immediate annuities (SPIA) and deferred income annuities (DIA)

Benefits Division

Products that help businesses stay competitive while providing valuable coverage to employees and their families.

- Medical stop loss
- Group life and accidental death and dismemberment (AD&D) insurance
- Group disability insurance and absence management programs
- Fixed-payment insurance
- · Critical illness and accident coverage

Individual Life Division

Flexible policies designed for tax-efficient wealth transfer and protection from personal loss.

- Universal life insurance
- Term life insurance
- Bank-owned life insurance
- Corporate-owned life insurance

About Symetra Life Insurance Company

- Established in 1957.
- · Well-positioned to execute on our growth plans.
- Committed to our products and distribution strategies:
 - Annuities with transparent features and benefits.
 - Flexible stop loss, group life, disability and fixed-payment solutions supported by a best-in-class service model.
 - Life insurance products that provide guarantees, flexibility and access.

Sound financial strength ratings⁵

For Symetra Life Insurance Company (est. 1957)

Financial strength ratings are impartial, third-party opinions that assess the ability of the company to meet its obligations to policyholders.

A.M. Best	Α	"Excellent"	3rd highest of 16
Moody's	A1	"Good"	5th highest of 21
Standard & Poor's	А	"Strong"	6th highest of 21

Community commitment

Symetra strives to create long-term, positive change in our communities through a combination of corporate and employee giving and a deeply held commitment to volunteerism. We proudly support nonprofit organizations whose missions align with our three giving priorities:

 $\label{thm:loss} \mbox{Housing/Homelessness, Barrier Reduction for Women and Education Support for At-Risk Youth.}$

Diversity, equity and inclusion

We embrace and celebrate our diverse experiences, identities and perspectives, because lifting each other up fuels thought and creates a stronger, more innovative company. We are dedicated to equitable hiring, opportunities for advancement, career development and personal growth for all.

Established in 1957, Symetra Life Insurance Company is a subsidiary of Symetra Financial Corporation. Life insurance and annuities are issued and employee benefit plans are insured by Symetra Life Insurance Company, 777 108th Avenue NE, Suite 1200, Bellevue, WA 98004, and are not available in all U.S. states or any U.S. territory.

Symetra Financial Corporation is a wholly owned subsidiary of Sumitomo Life Insurance Company.

Guarantees and benefits are subject to the claims-paying ability of the issuing life insurance company.

- ¹ References about "Symetra" are to Symetra Financial Corporation and its subsidiaries.
- $^{\rm 2}$ All financial figures for Symetra Financial Corporation are reported on a GAAP basis.
- ³ As of Dec. 31, 2019, liabilities were \$51.2 billion and stockholder's equity was \$4.3 billion.
- ⁴ As of March 31, 2019.
- ⁵ Dates of last ratings updates or affirmations are as follows: A.M. Best Dec. 11, 2019; Standard & Poor's – Aug. 8, 2019 and Moody's – Oct. 3, 2017. Ratings are subject to change. Please refer to www.symetra.com/ratings for current information.





Symetra Life Insurance Company P.O. Box 34690 Seattle, WA 98124-1690 Phone: (800) 426-7784 Fax: (866) 348-0058

TT/TTY (800) 833-6388 (Deaf/HH only)

Shelley Loughrey Williamson County 100 Wilco Way, Suite # HR-101 Georgetown, TX 78626

Re: Policy 01-016850-00

January 01, 2021

Dear Policyholder:

This letter contains the results of our annual review of your group insurance coverages. We have evaluated your rates using current census data and your plan's experience.

The inforce rates will be guaranteed for 2 years

Effective 1/1/2021 your renewal rates are as follows:

	Lives	Volume	Current Rates	Renewal Rates
Basic Life	1829	\$34,049,000.00	\$0.030	\$0.030
Basic Dependent Life	1247	1247	\$0.540	\$0.540
Basic AD&D	1721	\$33,509,000.00	\$0.020	\$0.020
Supplemental Employee Life	1058	\$92,809,000.00	Step-rates*	Step-rates*
Supplemental Spouse Life	554	\$19,276,000.00	Step-rates*	Step-rates*
Supplemental Child Life	576	\$5,760,000.00	\$0.054	\$0.054
Supplemental Employee AD&D	1058	\$92,809,000.00	\$0.020	\$0.020
Voluntary Long Term Disability				
Insurance	909	\$4,323,381.34	Step-rates*	Step-rates*
Voluntary Short Term Disability Insurance	404	\$246,646.57	Step-rates*	Step-rates*

	Current Monthly	Renewal Monthly	
	Premium	Premium	Percent Change
Basic Life	\$1,021.47	\$1,021.47	0%
Basic Dependent Life	\$673.38	\$673.38	0%
Basic AD&D	\$670.18	\$670.18	0%
Supplemental Employee			
Life	\$24,426.77	\$24,426.77	0%
Supplemental Spouse			
Life	\$4,435.24	\$4,435.24	0%
Supplemental Child			
Life	\$311.04	\$311.04	0%
Supplemental Employee			
AD&D	\$1,856.18	\$1,856.18	0%
Voluntary Long Term Disability			
Insurance	\$17,306.54	\$17,306.54	0%
Voluntary Short Term			
Disability Insurance	\$13,109.21	\$13,109.21	0%

- Life rates are based on per \$1,000
- AD&D rates are based on per \$1,000
- Dependent Life rates are based on per family unit
- Long Term Disability rates are quoted as % of total covered payroll
- Short Term Disability rates are quoted as per \$10 of weekly covered benefit
- Life Insurance renewal rates are guaranteed for 2 years from the date shown above.
- Long Term Disability Insurance rates are guaranteed for 2 years from the date shown above.

If you have any questions regarding this renewal information, please contact me or Holmes Murphy & Associates. We appreciate the opportunity to provide this insurance coverage and look forward to many more years of continued service to you.

Sincerely,

Rachel Stetzer Regional Account Manager (972) 234-7166 Symetra 4/13/2020 date

Holmes Murphy & Associates

cc:

SYMETRA LIFE INSURANCE COMPANY 777 108th Avenue NE, Suite 1200 Bellevue, Washington 98004-5135

PREMIUM RATE NOTICE

Policy Number: 01-016850-00

Policyholder: Williamson County

Effective Date of Premium Rates: January 01, 2021

Coverage **Monthly Rate** \$0.030 **Basic Life** Basic Dependent Life \$0.540 Basic AD&D \$0.020 Step-rates* Supplemental Employee Life Step-rates* Supplemental Spouse Life Supplemental Child Life \$0.054 Supplemental Employee AD&D \$0.020 Voluntary Long Term Disability Insurance Step-rates* Voluntary Short Term Disability Insurance Step-rates*

- Life rates are based on per \$1,000
- AD&D rates are based on per \$1,000

Supplemental Employee Life Step-rates are as follows:

	Current:	Renewal:
Age	Rate per \$1,000	Rate per \$1,000
< 25	\$0.086	\$0.086
25-29	\$0.086	\$0.086
30-34	\$0.086	\$0.086
35-39	\$0.108	\$0.108
40-44	\$0.151	\$0.151
45-49	\$0.218	\$0.218
50-54	\$0.324	\$0.324
55-59	\$0.542	\$0.542
60-64	\$0.599	\$0.599
65-69	\$0.997	\$0.997
70-74	\$1.748	\$1.748
75 +	\$6.546	\$6.546

Supplemental Spouse Life Step-rates are as follows:

Current: Renewal:

Age	Rate per \$1,000	Rate per \$1,000
< 25	\$0.056	\$0.056
25-29	\$0.056	\$0.056
30-34	\$0.056	\$0.056
35-39	\$0.078	\$0.078
40-44	\$0.121	\$0.121
45-49	\$0.188	\$0.188
50-54	\$0.294	\$0.294
55-59	\$0.512	\$0.512
60-64	\$0.569	\$0.569
65-69	\$0.967	\$0.967
70-74	\$0.000	\$0.000
75 +	\$0.000	\$0.000

Voluntary Long Term Disability Insurance Step-rates are as follows:

	Rate per \$100 of	Rate per \$100 of
Age	Monthly Covered	Monthly Covered
	Payroll	Payroll
< 25	\$0.111	\$0.111
25-29	\$0.111	\$0.111
30-34	\$0.139	\$0.139
35-39	\$0.194	\$0.194
40-44	\$0.278	\$0.278
45-49	\$0.435	\$0.435
50-54	\$0.593	\$0.593
55-59	\$0.648	\$0.648
60-64	\$0.694	\$0.694
65-69	\$0.796	\$0.796
70-74	\$1.037	\$1.037
75 +	\$1.037	\$1.037

Voluntary Short Term Disability Insurance Step-rates are as follows:

Current: Renewal:

	current.	iteliewai.
	Rate per \$10 of	Rate per \$10 of
Age	Monthly Covered	Monthly Covered
	Benefit	Benefit
< 25	\$0.560	\$0.560
25-29	\$0.560	\$0.560
30-34	\$0.640	\$0.640
35-39	\$0.600	\$0.600
40-44	\$0.470	\$0.470
45-49	\$0.440	\$0.440
50-54	\$0.480	\$0.480
55-59	\$0.530	\$0.530
60-64	\$0.640	\$0.640
65-69	\$0.710	\$0.710
70-74	\$0.930	\$0.930
70 +	\$0.930	\$0.930
75 +	\$0.000	\$0.000

Rates will be guaranteed until 1/1/2023 unless there is a change in benefits, eligibility, or an Associated Company is added.

Premium rate adjustments due to change in age are effective on the policy anniversary following the date of change.

SYMETRA LIFE INSURANCE COMPANY

Margart Ment

BY: Margaret Meister, President

Date: April 13, 2020

Instructions: (1) Use these rates beginning on the effective date shown above.

(2) Retain this Premium Rate Notice with your policy.





Symetra Group Term Life and Disability Insurance Proposal

April 27, 2020

Presented to

Williamson County

Georgetown, TX

Presented on behalf of Holmes Murphy & Associates

Proposed Contract Effective Date 1/1/2021

Any policy sold and issued in the State of New York is insured and underwritten by First Symetra National Life Insurance Company of New York, a New York-licensed insurer.

Any policy sold and issued in any state other than the State of New York is insured and underwritten by Symetra Life Insurance Company, an lowa-domiciled insurer that is licensed in all states except New York.

2

Basic Employee Life and AD&D Insurance

Prepared by SYMETRA

Eligibility:	All full-time active employees working minimum of 30 hours per week
	Eligibility excludes all temporary and seasonal employees

Basic Employee Life Insurance		
Classes:	Class 1: Actives	
	Class 2: Retirees	
Waiting Period (months):	0	
Benefit Schedule:	Class 1: Flat \$20,000	
	Class 2: Flat \$5,000	
Benefit Maximum:	Class 1: \$20,000	
	Class 2: \$5,000	
Benefit Minimum:	\$0	
Guaranteed Issue Amount:	Class 1: \$20,000	
	Class 2: \$5,000	
Disability Provision:	Class 1: Premium Waiver If Disabled Prior To Age 60	
	Class 2: Death Benefit Only	
Premium Waiver Elimination Period:	Class 1: 6 Months	
	Class 2: None	
Disability Duration:	Class 1: To Age 65	
	Class 2: Does Not Apply	
Accelerated Death Benefit %:	75%	
Accelerated Death Benefit Maximum:	Class 1: \$232,500	
Terminal Illness Period:	Class 1: 24 Months Or Less	
	Class 2: None	
Definition of Earnings:	Salary	
Rounding Method:	Next Higher \$1,000	
Enhanced No Loss / No Gain:	Not Included	
Portability (Life Benefits Only):	Not Included	
Minimum Hour Requirement:	Class 1: 30	
	Class 2: 0	
Employee Contribution:	0%	
Employer Contribution:	100%	
Participation Requirement:	100%	
Age Reduction:	Class 1: reduced to - Original volume 65% @ age 65,	
	45% @ age 70, 30% @ age 75, 20% @ age 80	
	Class 2: None	
Conversion:	Included	



Basic Employee Life and AD&D Insurance

Basic Employee AD&D Insurance	
Classes:	Class 1: Actives
Benefit Schedule:	Class 1: Flat \$20,000
Benefit Maximum:	Class 1: \$20,000
Benefit Minimum:	Class 1: \$0.00
Guaranteed Issue Amount:	Class 1: Match Maximum Benefit Amount
Coverage Type:	24-hour coverage
Common Carrier Benefit:	Not Included
Definition of Earnings:	Class 1: Salary
Rounding Method:	Class 1: Next Higher \$1,000
Enhanced No Loss / No Gain:	Class 1: Not Included
Minimum Hour Requirement:	Class 1: 30
Employee Contribution:	0%
Employer Contribution:	100%
Participation Requirement:	100%
Age Reduction:	Class 1: reduced to - Original volume 65% @ age 65,
	45% @ age 70, 30% @ age 75, 20% @ age 80
Conversion:	Not Included

Supplemental Employee Life and AD&D Insurance

Eligibility:	All full-time active employees working minimum of 30 hours per week
	Eligibility excludes all temporary and seasonal employees

Supplemental Employee Life Insurance	
Classes:	Actives
Benefit Schedule:	Increments of \$10,000
Benefit Maximum:	The Lesser of 6 X Annual Earnings Or \$300,000
Benefit Minimum:	\$0
Guaranteed Issue Amount:	\$100,000
Disability Provision:	Premium Waiver If Disabled Prior To Age 60
Premium Waiver Elimination Period:	6 Months
Disability Duration:	To Age 65
Accelerated Death Benefit %:	75%
Accelerated Death Benefit Maximum:	\$232,500
Terminal Illness Period:	24 Months Or Less
Definition of Earnings:	Salary
Rounding Method:	Next Higher \$1,000
Enhanced No Loss / No Gain:	Not Included
Portability:	Included
Portability Maximum:	\$300,000
Employee Contribution:	100%
Employer Contribution:	0%
Participation Requirement:	62%
Age Reduction:	reduced to - Original volume 65% @ age 65, 45% @ age 70,
	30% @ age 75, 20% @ age 80
Suicide Exclusion:	24 Months
Enrollment Type:	Traditional
Conversion:	Included

Supplemental Employee AD&D Insurance		
Classes:	Actives	
Benefit Schedule:	Increments of \$10,000	
Benefit Maximum:	The Lesser of 6 X Annual Earnings Or \$300,000	
Benefit Minimum:	\$0	
Guaranteed Issue Amount:	Match Maximum Benefit Amount	
Coverage Type:	24-Hour Coverage	
Common Carrier Benefit:	Not Included	
Definition of Earnings:	Salary	
Rounding Method:	Next Higher \$1,000	
Enhanced No Loss / No Gain:	Not Included	
Employee Contribution:	100%	
Employer Contribution:	0%	
Age Reduction:	reduced to - Original volume 65% @ age 65, 45% @ age 70, 30% @ age 75, 20% @ age 80	
Conversion:	Not Included	
Portability:	Not Included	

Basic Spouse and Dependent Life Insurance

Eligibility:	All full-time active employees working minimum of 30 hours per week
	Eligibility excludes all temporary and seasonal employees

Provision

Spouse Benefit Schedule:	Flat Amount
Spouse Benefit Maximum:	\$5,000
Spouse Guarantee Issue:	\$5,000
Child Benefit Schedule:	Flat \$2,000
Child Guarantee Issue:	Match The Benefit Max Quoted
Child Benefit (Live Birth to Start Age)	\$1,000
Child Benefit Start Age:	6 months
Child Benefit End Age:	26
Enhanced No Loss / No Gain:	Not Included
Portability:	Not Included
Conversion:	Included



Supplemental Dependent Life Insurance

Eligibility:	All full-time active employees working minimum of 30 hours per week			
	Eligibility excludes all temporary and seasonal employees			
Spouse Benefit Schedule:	Increments of \$5,000			
Spouse Benefit Maximum:	Lesser of 100% of the employee's life benefit or \$300,000			
Spouse Guarantee Issue:	\$25,000			
Terminal Illness Period:	24 Months Or Less			
Rounding Method:	Next Higher \$1,000			
Enhanced No Loss / No Gain:	Included			
Spouse Portability:	Included			
Spouse Portability Maximum:	\$50,000			
Conversion:	Included			
Child Benefit Schedule:	Choice of \$2,000; \$5,000 or \$10,000			
Child Benefit Maximum:	\$10,000			
Child Guarantee Issue:	Match The Benefit Max Quoted			
Child Benefit (Live Birth to Start Age)	\$1,000			
Benefit Start Age:	6 months			
Benefit End Age:	26			
Child Portability:	Included			
Child Portability Maximum:	\$10,000			
Conversion:	Included			

Group Life Provisions Included in this Proposal

Enhanced No Loss/No Gain

Provided the employee was insured under the prior carrier contract and premiums were being paid on the day preceding our effective date, we will waive the actively at work requirement on a no loss/no gain basis. Coverage will not be deferred if an eligible employee is insured under the prior policy and, although not actively at work on the policy effective date, would otherwise meet the eligibility requirements of the policy period. The amount of insurance will be the lesser of the amount of life insurance and AD&D principal sum in effect under the prior policy or shown in the schedule and reduced by any coverage amount in force, paid or payable under the prior policy.

Right of Conversion

If Life Insurance coverage or any portion of it under The Policy ends for any reason, the insured may have the right to convert

the coverage that terminated to an individual conversion policy without providing Evidence of Insurability. Conversion is not

available for:

- 1. the Accidental Death and Dismemberment Benefits: or
- 2. any Amount of Life Insurance for which the insured was not eligible under The Policy.

Waiver of Premium

The Waiver of Premium provision allows continuation of life insurance coverage without paying premium if the insured is:

disabled and qualifies for Waiver of Premium. To qualify, an insured must become disabled prior to age 60 and, if approved,

premiums will be waived to age 65 as long as the insured remains disabled. If the insured qualifies, the amount of continued

coverage:

- 1. will be the amount in force on the date the insured ceases to be an active employee;
- 2. will be subject to any reductions provided by The Policy; and
- 3. will not increase.

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Accidental Death & Dismemberment Loss Schedule

If the insured sustains an injury which results in any of the following losses within 365 days of the date of accident, we will pay the injured person's amount of Principal Sum or a portion of such Principal Sum, as shown opposite the loss after we receive Proof of Loss in accordance with the Proof of Loss provision.

This Benefit will be paid according to the General Provisions of The Policy.

No more than the Principal Sum will be paid to any one person, for all losses due to the same accident.

The amount of Principal Sum is shown in the Schedule of Insurance.

	Amount of Principal Sum
Accidental Loss Of:	Payable:
Life	100%
Both hands or both feet or sight of both eyes	100%
One hand and one foot	100%
Speech and hearing in both ears	100%
Either hand or foot and sight of one eye	100%
Movement of both upper and lower limbs (Quadriplegia)	100%
Movement of both lower limbs (Paraplegia)	75%
Movement of three limbs (Triplegia)	75%
Movement of the upper and lower limbs of one side of the body (Hemiplegia)	50%
Either hand or foot	50%
Sight of one eye	50%
Speech or hearing in both ears	50%
Movement of one limb (Uniplegia)	25%
Thumb and index finger of either hand	25%

Additional Benefits:	Percent	Maximum
Seatbelt	10.0%	\$10,000
Airbag	5.0%	\$5,000
Repatriation	5.0%	\$5,000
Child Education (payable up to 4 years)	2.5%	\$2,500
Daycare (payable up to 4 years)	2.5%	\$2,500
Rehabilitation Benefit	2.5%	\$2,500
Spouse Education	2.5%	\$2,500
Adaptive Home and Vehicle Benefit	2.5%	\$2,500
Coma Benefit	1.0%	a month
Exposure and Disappearance Benefit		Included

Accidental Death & Dismemberment Exclusions

The Policy does not cover any Loss caused or contributed by:

- · Intentionally self-inflicted Injury;
- Suicide or attempted suicide, whether sane or insane;
- · War or act of war, whether declared or not;
- Injury sustained while on full-time active duty as a member of the armed forces (land, water, air) of any country or international authority except Reserve National Guard Service;
- Injury sustained while On any aircraft except a Civil or Public Aircraft, or Military Transport Aircraft;
- · Injury sustained while On any aircraft:
- a) as a pilot, crewmember or student pilot;
- b) as a flight instructor or examiner;
- c) if it is owned, operated or leased by or on behalf of the Policyholder, or any Employer or organization whose eligible persons are covered under The Policy;
- d) being used for tests, experimental purposes, stunt flying, racing or endurance tests; or
- Injury sustained while taking drugs, including but not limited to sedatives, narcotics, barbiturates, amphetamines, or hallucinogens, unless as prescribed by or administered by a Physician;
- Injury sustained while riding or driving in a scheduled race or testing any Motor Vehicle on tracks, speedways or proving grounds;
- · Injury sustained while committing or attempting to commit a felony;
- · Injury sustained while Intoxicated; or
- · Injury sustained while driving while Intoxicated.

Intoxicated means:

- 1) the blood alcohol content;
- 2) the results of other means of testing blood alcohol level; or
- 3) the results of other means of testing other substances;

that meet or exceed the legal presumption of intoxication, or under the influence, under the law of the state where the accident occurred.

Reserve National Guard Service means: You or Your Spouse are:

- 1) attending or en route to or from any active duty training of less than 60 days;
- 2) attending or en route to or from a service school of any duration;
- 3) taking part in any authorized inactive duty training; or
- 4) taking part as a unit member in a parade or exhibition authorized by official orders.



Short Term Disability Insurance

Eligibility:	All full-time active employees working minimum of 30 hours per week
	Eligibility excludes all temporary and seasonal employees
Classes:	All active full-time employees
Waiting Period (months):	2 months
Benefit Type:	Variable
Benefit Percent:	60%
Maximum Weekly Benefit:	\$1,500
Minimum Weekly Benefit:	\$50
Accident Elimination Period (Days):	7
Sickness Elimination Period (Days):	7
Benefit Duration (Weeks):	13
Definition of Disability:	Regular Occ Partial
Coverage Basis:	Non Occ Coverage
First Day Hospital:	No: Inpatient
Contributory:	Contributory
Employer Contribution Percent:	0%
Employee Contribution Percent:	100%
Premium Contributions:	Post Tax
Minimum Participation Percent:	23%
Pre-Existing Condition Limitation:	3/12
Pay Employer FICA:	No

Short Term Disability Provisions Included in this Proposal

Actively at Work:

If you are not in active employment as a result of your injury or a sickness, then your coverage will be effective on the date you return to active employment. This applies to your initial coverage, as well as any increases or additions to coverage occurring after your initial coverage is effective.

Continuity of Coverage:

We will cover you under this plan if you were insured by the prior group insurance plan, and the cost of your coverage under the prior group insurance plan was paid.

Our payments to you will be limited to the monthly amount the prior group insurance plan would have paid you had the plan stayed in effect. Our payments will be reduced by any amount the prior group insurance plan is responsible for paying.

Prior group insurance plan means the group short term disability plan in effect with the employer just before the effective date of this plan.

Elimination Period:

The disability benefit payment begins the later of the elimination period listed in the proposal, the date salary continuation ends or the date accumulated sick leave ends. The elimination period is a period of continuous days of disability (trial work days may be available). The elimination period begins on the first day of your disability.

Disabled/Disability means our determination that your sickness or injury:

Prevents you from performing with reasonable continuity the material and substantial duties of your regular occupation and a reasonable employment option offered to you by the employer; and as a result, the income you are able to earn is less than or equal to 80% of your pre-disability earnings.

Material and substantial duties are the duties that:

are normally required for the performance of the occupation;

AND

cannot be reasonably omitted or changed.

Recurrent Disability

14 day recurrent disability/temporary recovery: If the insured recovers and returns to work, and the same sickness or injury causes the disability to occur again within 14 days of the date prior disability ended, Symetra will resume monthly payments if the insured is covered under the policy for the period of temporary recovery.

Pre-Existing Condition Limitation:

Pre-existing condition is a sickness or injury:

- · for which you received treatment; or
- where symptoms were present to the degree that an ordinarily prudent person would seek treatment; within the three months prior to your effective date of coverage.

Treatment includes:

- · consulting with a doctor
- · receiving care or services from a doctor or from other medical professionals a doctor recommends you see
- · taking prescribed medicines
- · being prescribed medicines
- · you should have been taking prescribed medicines but chose not to
- · receiving diagnostic measures.



Short Term Disability Provisions Included in this Proposal

Exclusions:

We will not cover a disability if it is due to:

- · War, declared or not, or any act of war;
- Intentionally self-inflicted injuries or illness, while sane or insane;
- · Your active participation in a riot;
- Your attempt to commit or your commission of a felony under federal or state law, or your being engaged in an illegal occupation;
- An injury arising out of, or in the course of, any work for wage or profit;
- A sickness for which you are entitled to benefits under any Workers' Compensation Act, Occupational disease law, Compulsory Benefit Act or law or similar law, unless you are a partner or sole proprietor not covered by any of these acts or laws:
- Your service in the armed forces, military reserves or National Guard of any country or International authority, or in a civilian unit serving with such forces;
- Cosmetic or reconstructive surgery, except for complications arising from any such surgery or for surgery necessary to correct a deformity caused by accidental injury or sickness;
- An accident resulting from or caused by your operation of a motor vehicle while intoxicated according to the laws of the jurisdiction where the accident occurred; or
- An accident resulting from or caused by your being under the influence of drugs or any controlled substance, unless taken as prescribed by your doctor.

Long Term Disability Insurance

Eligibility:	All full-time active employees working minimum of 30 hours per week Eligibility excludes all temporary and seasonal employees			
	T			
Classes:	All active full-time employees			
Waiting Period:	2 Months			
Benefit Percent:	60%			
Maximum Monthly Benefit:	\$6,000.00			
Minimum Monthly Benefit:	The Greater of \$100 or 10% of Gross Monthly Benefit			
Elimination Period (Days):	90 Days			
Maximum Payment Duration:	SSNRA			
Definition of Disability:	24 month Own Occ			
Partial / Residual:	Residual			
Own Occ / Any Occ Earnings Test:	80/60%			
Return to Work Incentive:	24 Months			
Integration Method:	Direct			
Social Security Offset:	Family			
Pre-Existing Condition Limitation:	3/12			
Lump Sum Survivor Benefit:	100% Gross 3 Months			
Mental Illness Limitation	24 Months			
Substance Abuse Limitation:	24 Months			
Special Conditions Limitation:	Unlimited			
Lifetime / Per Occurrence:	Per Lifetime			
Indexation:	Yes			
Dependent Care Benefit:	Not Included			
Personal Care Benefit:	Included			
Extended Care Benefit:	Not Included			
Education Benefit:	Not Included			
Spousal Disability Benefit:	Not Included			
Pension Supplement Percent:	Not Included			
Pension Supplement Max:	Not Included			
COLA:	Not Included			
Additional Catastrophic:	Not Included			
Worksite Modification:	Not Included			
Contribution Method:	Contributory			
Employee Contribution Percent:	100%			

0%

53%

Included

6 Months

Included

Not Included

Employer Contribution Percent: Minimum Participation Percent:

Employee Assistance Program:

Recurrent Disability:

Waiver of Premium:

Conversion Privilege:

Long Term Disability Provisions Included in this Proposal

Actively at Work:

If you are not in active employment as a result of your injury or a sickness, then your coverage will be effective on the date you return to active employment. This applies to your initial coverage, as well as any increases or additions to coverage occurring after your initial coverage is effective.

Continuity of Coverage:

If you were insured by the prior group insurance plan just before you become eligible for coverage under this plan; you are in active employment; and you are insured under this plan, then you may be eligible for payments from us under this plan if your disability is due to a pre-existing condition.

In order to receive payments from us, you must meet the pre-existing condition exclusion of this plan; OR

the prior group insurance plan had the plan stayed in effect.

We will consider the total amount of time you were continuously insured under both the prior group insurance plan and this plan to determine if you satisfy the pre-existing condition exclusion. If you cannot satisfy the pre-existing condition exclusion of either plan then we will not pay you a disability benefit.

We will determine our payments to you using the provisions of this plan, but your monthly payment will not be more than the maximum monthly payment of the prior group insurance plan. Your monthly payments will end on the earlier of the following dates:

the end of the maximum payment duration under this plan;

ΟR

the date benefits would have ended under the prior group insurance plan if the plan had stayed in effect.

Elimination Period:

The disability benefit payment begins the later of the elimination period listed in the proposal, the date STD payments ends, the date salary continuation ends or the date accumulated sick leave ends. The elimination period is a period of continuous days of disability. The elimination period begins on the first day of your disability.

Disabled/Disability means our determination that your sickness or injury:

During the elimination period, prevents you from performing with reasonable continuity the material and substantial duties of your regular occupation and a reasonable employment option offered to you by the employer and, as a result, you are not working at all, or you are working and the income you are able to earn is less than or equal to 80% of your pre-disability earnings.

During the own occupation period of disability benefits, prevents you from performing with reasonable continuity the material and substantial duties of your regular occupation and a reasonable employment option offered to you by the employer and, as a result, the income you are able to earn is less than or equal to 80% of your pre-disability earnings.

During the any occupation period of disability benefits, prevents you from performing with reasonable continuity the material and substantial duties of any gainful occupation and, as a result, the income you are able to earn is less than or equal to 60% of your pre-disability earnings.

Material and substantial duties are the duties that:

are normally required for the performance of the occupation;

AND

cannot be reasonably omitted or changed.

Integration Method:

Direct - Under direct integration, offsets are subtracted from the Scheduled Monthly Benefit.

Long Term Disability Provisions Included in this Proposal

Social Security Offset:

Social Security Type - Other income benefit sources include those (due to the employee's disability or retirement) which are payable to the employee's spouse, children and dependents.

Return to Work:

12 Months return to work incentive provides insureds with a safety net during the early months of return to employment. Monthly benefits combined with earnings can provide up to 100% of pre-disability earnings If the insured recovers and returns to work, and the same sickness or injury causes the disability to occur again within the time period specified in our proposal of the date the prior disability ended, Symetra will resume monthly payments if the insured is covered under the policy for the period of temporary recovery

Waiver of Premium:

Premium payments for coverage are suspended for and insured while he/she is receiving disability income payments under this policy

Cost of Living Freeze:

Except for increases in income earned (or received from any form of employment) once other income amounts have been subtracted from the gross monthly disability payment, the insured's payment will not be further reduced due to a cost of living increase in any other income amounts

Indexed Monthly Earnings:

Indexed pre-disability earnings means your basic monthly earnings in effect just prior to the date your disability began adjusted on the first anniversary of benefit payments and each following anniversary. Each adjustment will be based on the lesser of 10% or the current annual percentage increase in the Consumer Price Index.

Work Place Modification:

Provides a benefit for costs associated with the accommodation of a disabled insured's workplace

Vocational Rehabilitation:

Provides assistance through services such as testing and training as well as job modification and placement

Social Security Assistance:

Helps an insured obtain Social Security disability benefits

Long Term Disability Provisions Included in this Proposal

Maximum Benefit Period

Age When Disability Begins - Maximum Payment Duration

Less than Age 60 - To Social Security Normal Retirement Age (SSNRA)

Age 60 - 60 months

Age 61 - 48 months

Age 62 - 42 months

Age 63 - 36 months

Age 64 - 30 months

Age 65 - 24 months

Age 66 - 21 months

Age 67 - 18 months

Age 68 - 15 months

Age 69 and over - 12 months

Social Security Normal Retirement Age (SSNRA) means the age at which you are eligible for Social Security full retirement benefits.

Pre-Existing Condition Limitation:

Pre-existing condition is a sickness or injury:

- · for which you received treatment; or
- where symptoms were present to the degree that an ordinarily prudent person would seek treatment; within the three months prior to your effective date of coverage.

Treatment includes:

- · consulting with a doctor
- receiving care or services from a doctor or from other medical professionals a doctor recommends you see
- taking prescribed medicines
- being prescribed medicines
- · you should have been taking prescribed medicines but chose not to
- · receiving diagnostic measures.

Exclusions:

Symetra will not cover a disability if it is due to:

- · War, declared or not, or any act of war;
- Intentionally self inflicted injuries or illness, while sane or insane;
- · Your active participation in a riot;
- You attempt to commit or your commission of a felony under federal or state law, or your being engaged in an illegal occupation.
- Your service in the armed forces, military reserves or National Guard of any country or International authority, or in a civilian unit serving with such forces
- Cosmetic or reconstructive surgery, except for complications arising from any such surgery or for surgery necessary to correct a deformity caused by accidental injury or sickness;
- An accident resulting from or caused by your operation of a motor vehicle while intoxicated according to the laws of the jurisdiction where the accident occurred; or
- An accident resulting from or caused by your being under the influence of drugs or any controlled substance, unless taken as prescribed by your doctor.
- No benefits are payable for any period of disability during which you are incarcerated in a penal or correctional facility for a period of 30 or more consecutive days or for which you are not under the regular care of a doctor.
- If your professional or occupational license or your certification is suspended, revoked or surrendered, loss of your license or certification, by itself, does not mean you are disabled.

Qualifications and Deviations

• Symetra reserves the right to review and evaluate changes, deviations and qualifications that we have put forth in our proposal. The coverage being offered is predicated on all of the above information being accurate and correct to the best of the [employer's/prospective client's] knowledge and belief. If any of these conditions are not satisfied, we reserve the right to adjust pricing accordingly, withdraw this proposal from consideration or rescind coverage.

Qualifications:

- This quote assumes a situs state of TX and an SIC of 9199
- Any policy sold and issued in the State of New York is insured and underwritten by First Symetra National Life Insurance Company of New York, a New York-licensed insurer.
- Any policy sold and issued in any state other than the State of New York is insured and underwritten by Symetra Life Insurance Company, an Iowa-domiciled insurer that is licensed in all states except New York.
- All rates assume a non-participating financial arrangement. Symetra reserves the right to revise the quote if the data provided is not accurate or if the lives or volume change by +/- 10% after initial enrollment.
- Unless otherwise stated, this quote assumes all eligible employees are residents in the United States Citizens and on the U.S. payroll.
- This quote assumes that the employees benefit plan will be governed by ERISA.
- · Grace period is 31 days unless regulated by state law.
- By signing the accompanying Application for Group Insurance and providing a binder payment of one month of premium, the applicant accepts the issuance of a group policy according to the terms of this proposal.
- Policies and certificates of insurance will be delivered electronically as PDF attachments. A fee may apply for
 printing and delivery of paper certificates if requested. You may not modify the electronic certificates in any way,
 and are responsible for providing current versions of certificates, including amendments, to certificate holders.
- · Quote assumes premium billing will be on a self-administered basis.
- Quote excludes temporary, part time and seasonal employees.
- · Coverage is subject to exclusions and limitations.
- If applicable law in the state of policy issuance changes, then any provision of this policy which conflicts with the such law will be construed to comply with such law.
- We reserve the right to reprice if any taxes are changed.
- It is Symetra's intent to match the requested benefits. However, Symetra's standard policy provisions will apply as our policy is filed and approved in the state where the policy will be issued. If there are employees located in other states, Symetra will need to comply with any extraterritorial requirements of those other states. Some states may require Symetra to file its policy language and may require us to make modifications for the residents of that state.
- A copy of the prior policy must be submitted at the time the case is sold
- A copy of a current billing statement to verify covered lives and volumes is required at time of sale.
- This proposal is not intended as a contract. Policy provisions, exclusions and limitations will be subject to Symetra Life Insurance Company or First Symetra National Life Insurance Company of New York standard provisions. If there is any conflict between this proposal and a subsequently issued group policy, the policy will prevail. The limitations and exclusions of any policy issued will comply with state insurance laws and regulations as applicable. The agent/broker does not have authority to bind or modify the terms of this offer without prior written approval from Symetra Life Insurance Company of First Symetra national Life Insurance Company of New York.
- Quote is based on the census presented and actual cost will be based on the data submitted at sold case time. Should there be any changes in the original data quoted number of lives, class occupations, salaries, or other pertinent facts the case will be subject to new underwriting to determine acceptability of the group, the policy provisions and the rate may be changed.
- This offer expires if not accepted within 31 days of the proposed policy effective date.

Qualifications:

- The proposal is subject to the approval of the company's board of directors, or a committee thereof, of the related party transaction, if any, that would result from issuance of the policy.
- A final sold case census is required at time of sale. Census must include lives, classes, and volume by coverage line, and work or home address.
- A copy of a current billing statement to verify the number of covered lives and volumes is required at time of sale.
- By signing the accompanying Application for Group Insurance, the applicant accepts the issuance of a group policy according to the terms of this proposal.
- Rates do not include third party administrator (TPA) or general agent (GA) fees or commissions. The rates will be increased to reflect any additional fees or commissions payable by Symetra other than those noted in this proposal.
- Additional Experience, Billing and/or loss units exceeding Symetra's standard may be subject to charges.
- This quote is conditional on satisfying Symetra's concentration of risk requirements. Please provide a list of locations with 500 or more lives, outlining the address and number of lives at the location. Terms of quote are subject to change based on Symetra's evaluation of concentration of risk information received.

Life Qualifications:

- Proposed rates are contingent on writing all lines including Basic Life, Basic AD&D, and Supplemental Life and AD&D coverages as a package.
- Symetra requires a list of all employees eligible for life insurance not actively at work. Symetra must review and approve this list before binding coverage.
- Our proposal assumes that we are not grandfathering any employees outside of the plan design. Any employees that have coverage that does not meet our plan design will have their coverage decrease to the closest amount that meets our quoted plans.
- Traditional EOI Enrollment: Traditional EOI enrollments assume scheduled annual enrollment periods and standard Evidence of Insurability requirements will apply meaning EOI is required for all late entrants, increases in coverage and for amounts in excess of the guarantee issue.
- There is no one-time open enrollment unless agreed to in writing in advance by Symetra Underwriting.

Short Term Disability Qualifications:

- Rates assume participation in Social Security and Workers' Compensation Insurance plan and integration with any salary continuation program.
- Evidence of insurability/proof of good health is required for applicants who apply for contributory/voluntary coverage more than 31 days after first becoming eligible.
- Employees must be actively at work to become eligible. This policy does not replace or affect requirements for coverage by Workers' Compensation Insurance or State Disability Insurance.
- · Coverage will continue while employees are on FMLA.
- Salary continuation and accumulated sick leave are included.
- Traditional EOI Enrollment: Traditional EOI enrollments assume scheduled annual enrollment periods and standard Evidence of Insurability requirements will apply meaning EOI is required for all late entrants, increases in coverage and for amounts in excess of the guarantee issue.

Long Term Disability Qualifications:

- Rates assume participation and integration with Social Security, Workers' Compensation Insurance, Statutory Disability Plans and any salary continuation programs, if applicable.
- Evidence of insurability/proof of good health is required for applicants who apply for contributory/voluntary coverage more than 31 days after first becoming eligible.
- Employees must be actively at work to become eligible. This policy does not replace or affect requirements for coverage by Workers' Compensation Insurance or State Disability Insurance.
- · Coverage will continue while employees are on FMLA.
- LTD benefits will be reduced by other income amounts, including integration with Family Social Security benefits
- Traditional EOI Enrollment: Traditional EOI enrollments assume scheduled annual enrollment periods and standard Evidence of Insurability requirements will apply meaning EOI is required for all late entrants, increases in coverage and for amounts in excess of the guarantee issue.



Symetra Select Benefits Critical Illness Insurance Proposal

April 27, 2020

Presented to

Williamson County

Georgetown, TX

Presented on behalf of Holmes Murphy & Associates

Proposed Contract Effective Date 1/1/2021

Any policy sold and issued in the State of New York is insured and underwritten by First Symetra National Life Insurance Company of New York, a New York-licensed insurer.

Any policy sold and issued in any state other than the State of New York is insured and underwritten by Symetra Life Insurance Company, an lowa-domiciled insurer that is licensed in all states except New York.

Employer Plan Summary for Williamson County

Critical Illness

Proposal: C00041826 Date: 4/6/2020

Participation Requirement: Greater of 25 employees or 10% of eligible employees.					
	Coverage Details				
once coverage due to diseas	Symetra's voluntary critical illness insurance provides a lump sum payment upon the first diagnosis of a covered condition once coverage takes effect for the individual. Covered conditions include cancer, heart attack and other critical illnesses due to disease. Covered critical illness conditions are grouped into benefit categories. The benefit is payable once for a specific covered critical illness, up to 100% of the benefit amount payable for each category of covered critical illness.				
Category 1	Invasive	e cancer: 100%, minor cancer: 25%			
Category 2	Heart at	tack and stroke: 100%, coronary artery disease needing surgery or angioplasty: 25%			
Category 3		ue to accident, occupational HIV infection, loss of sight, loss of speech, loss of hearing, major organ end-stage renal failure, paralysis due to accident, severe burns: 100%			
Category 4		ed Alzheimer's disease, multiple sclerosis, Parkinson's disease, ALS and other motor neuron s: 100%			
		Employee Benefit Amount(s)			
		Critical Illness benefit: \$5,000, \$10,000, \$15,000, \$20,000 Guaranteed Issue Amount: Up to \$20,000			
		Dependent Benefit Amount(s)			
	of the emp	imployee's benefit. Guaranteed Issue Amount: 50% of the employee's guaranteed issue amount. bloyee's benefit, not to exceed \$10,000. Guaranteed Issue Amount: 25% of the employee's nount.			
Guarantee	d Issue (GI)	Guaranteed issue is the benefit amount available without the need for evidence of insurability at the time an individual is first eligible for coverage. The spouse has a different GI amount.			
	ence of irability	The guaranteed issue benefit amounts in our offering are available with no medical underwriting. EOI will not be required at initial open or annual enrollment. Outside of selecting coverage during an enrollment period, EOI will not be required during the plan year when an employee pursues coverage as a new employee or as an existing employee following an approved change in life status when said elections are made within 30 days of eligibility under the plan or the change in status.			
Benefit Red	duction chedule	The benefit amount for employee, spouse, and child is reduced by 50% on the policy anniversary date that occurs on or follows the employee's 70th birthday.			
Benefit ¹	Waiting Period	The 30-day period immediately following an individual's effective date of coverage (or increase in coverage). No benefit (or benefit increase) is payable for a critical illness that is diagnosed during the benefit waiting period. No benefit waiting period for individuals that reside in Idaho.			
Condition coverage if it is caused by or results from a condition that existed during the 12-month period		Benefits are not payable for a critical illness diagnosed during the first 12 months of an individual's coverage if it is caused by or results from a condition that existed during the 12-month period before coverage took effect. The limitation may apply to any increase in coverage. The number of months may vary by state.			
another critical illness category. Benefits for different cover		The time period between the diagnosis dates of different critical illnesses in either the same or another critical illness category. Benefits for different covered critical illness may be payable if the dates when each of the conditions is diagnosed are separated by at least 12 months. The separation period is 6 months for individuals that reside in Colorado.			
Continuation of Coverage to be continued for a limited duration following termination of employment or temporary absence.					
		Options			
Health Sc	reening Benefit	Pays an annual benefit amount of \$50 for x-ray and laboratory tests only incurred by either the employee or spouse.			

Recurrence Benefit Pays an additional benefit of 100% of the critical illness benefit when a specific critical illness recurs more than 365 days after the first diagnosis.

Employee Eligibility: An employee must be actively at work, employed by the eligible group and performing for wage or profit all of the normal duties required of a job. The minimum number of 30 hours/week must be met.

If/when Critical Illness coverage is currently offered through a different carrier: The current participants of an existing plan will receive credit for time served under that policy as part of the Continuity with Prior Coverage feature found in Critical Illness policy offered by the Symetra Life Insurance Company. Symetra will rely on the Policyholder to confirm existing coverage status.

Unless otherwise stated, this quote assumes that all eligible employees are residents of the United States and on your U.S. payroll.

By delivering this proposal for coverage, the producer represents and warrants to Symetra that each of the producer and any other person and entity acting with or on behalf of the producer in the sale or solicitation of such coverage maintains such insurance producer licenses and appointments as are required by each state in which the coverage has been or will be solicited, and in all states in which the policy(ies) will be issued (including any states in which a statutory disability policy may be issued). This proposal is authorized for delivery only if the foregoing representation and warranty is true and correct.

This proposal is subject to change to comply with regulatory requirements taking effect before or on the effective date of coverage.

The rates provided on the following rate sheets are guaranteed for 24 months following the effective date.

Employer sponsored biometric testing completed at the workplace is not covered under the Health Screening Benefit.

Quote assumes premiums to be billed monthly on an advance basis. Billing in arrears is available at an additional cost, subject to Underwriting approval.

CI Plan/Benefit Amounts Selected	
Authorized Signature:	Date:

Description of Benefits for Williamson County

Critical Illness

Proposal: C00041826 Date: 4/6/2020

Critical Illness Benefit

Critical Illness insurance provides a lump sum payment upon the first diagnosis of a covered condition once coverage is in effect. Covered conditions are grouped into benefit categories. Benefits for covered conditions will be paid at a percentage of the policy amount per category (up to 100%). Below are the definitions of the conditions covered.

CATEGORY 1

Invasive Cancer

Invasive Cancer is defined as a malignant tumor characterized by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissue. The term cancer may include leukemia, lymphoma, sarcoma, and Hodgkin's disease. Invasive Cancer must be diagnosed by a specialist according to a pathological or clinical diagnosis.

Minor Cancer

Minor Cancer is defined as a diagnosis of one of the following four malignant cancers: 1) carcinoma in-situ; 2) malignant prostate cancer; 3) malignant melanoma; 4) malignant thyroid cancer. The diagnosis must be confirmed with a report from a specialist that includes the pathology report.

CATEGORY 2

Heart Attack (Myocardial Infarction)

Heart Attack (Myocardial Infarction) is defined as the ischemic death of a portion of the heart muscle due to a blockage of one or more coronary arteries. The diagnosis must be made by a specialist and based on all three of the following criteria: 1) new clinical presentation; 2) electrocardiographic changes consistent with an evolving heart attack; 3) serial measurement of cardiac biomarkers.

Stroke

Stroke is defined as cerebrovascular incident resulting in an irreversible death of brain tissue due to intracranial hemorrhage or cerebral infarction due to embolism or thrombosis in an intra-cranial vessel. This event must result in permanent neurological functional impairment with objective neurological abnormal signs on physical examination by a specialist at least 30 days after the event.

Coronary Artery Disease Needing Surgery or Angioplasty

Coronary Artery Disease Needing Surgery or Angioplasty is defined as coronary artery disease with blockages in one or more coronary artery(s) demonstrated on cardiac catheterization coronary angiography that requires the insured to undergo either coronary artery bypass surgery or coronary angioplasty. A specialist must report that the insured requires surgical intervention on the coronary artery(s) following clinically accepted cardiovascular surgery guidelines.

CATEGORY 3

Coma Due to Accident

Coma due to accident is defined as a coma that results from an accidental injury that occurred while covered under the policy. This diagnosis must be supported by evidence of the following: 1) no response to external stimuli; 2) life support measures are necessary to sustain life; 3) brain damage resulting in permanent neurological deficit.

Occupational Human Immunodeficiency Virus (HIV) Infection Due to Accident

Occupational Human Immunodeficiency Virus (HIV) Infection is defined as infection with the human immunodeficiency virus (HIV) resulting from an accidental injury which exposed the insured to HIV-contaminated blood or bodily fluids during the course of the duties of the insured's normal occupation. The accident causing the infection of HIV must have occurred in the United States and while covered under the policy.

Loss of Sight

Loss of Sight is defined as permanent and irreversible loss of sight in both eyes. A specialist must clinically confirm that the insured's corrected visual acuity is 20/200 or less or the field of vision is less than 20 degrees in both eyes.

Loss of Speech

Loss of Speech is defined as permanent loss of the ability to speak to the extent that the insured is unintelligible to another person with normal hearing. The insured must be able to demonstrate that the loss has been continuous for at least 180 days. The diagnosis of loss must be made by a specialist.

Loss of Hearing

Loss of Hearing is defined as permanent reduction of hearing in both ears to a point that the insured is unable to hear sounds at or below (90 decibels). The diagnosis must be made by a specialist as diagnosed by audiometric testing.

Major Organ Failure

Major Organ Failure is defined as the failure of bone marrow, heart, liver, lung, pancreas, or small bowel. A specialist must determine that a transplant of one or a combination of the above mentioned organs is necessary to treat organ failure in the insured. The insured must be included on an official USA transplant waiting list such as the United Network for Organ Sharing (UNOS) or the National Marrow Donor Program (NMDP).

End Stage Renal Failure (Kidney Failure)

End Stage Renal Failure (Kidney Failure) is defined as the total and irreversible failure of both kidneys which requires permanent regular renal dialysis or a kidney transplant. A specialist must confirm that either of the following is necessary: 1) The insured must undergo regular renal dialysis at least weekly; 2) The insured needs a kidney transplant and is included on an official USA transplant waiting list such as the United Network for Organ Sharing (UNOS).

Paralysis Due to Accident

Paralysis Due to Accident is defined as paralysis with quadriplegia, paraplegia, hemiplegia, or diplegia, as the result of an accident that occurred while covered under the policy. There must be complete and permanent loss of use of two or more limbs that is present for a continuous period of at least 180 days.

Severe Burns

Severe Burns is defined as having sustained third degree burns. The third degree burns must cover at least 20% of the surface area of an insured's body.

CATEGORY 4

Advanced Alzheimer's Disease

Advanced Alzheimer's Disease is diagnosed by a specialist and defined as dementia due to Alzheimer's disease, where there is progressive and permanent deterioration of memory and intellectual capacity where the insured is unable to perform independently, at least two of five defined "Activities of Daily Living" for a continuous period of at least 180 days. The diagnosis must be supported by clinically accepted standardized cognitive testing and neurological examination.

Amyotrophic Lateral Sclerosis (ALS) and other Motor Neuron Diseases

Amyotrophic Lateral Sclerosis (ALS) and other Motor Neuron Diseases is diagnosed by a specialist and defined as spinal muscular atrophy, progressive bulbar palsy, amyotrophic lateral sclerosis (ALS or Lou Gehrig's disease) or primary lateral sclerosis. There must be objective evidence of motor dysfunction with muscle weakness for a continuous period of time of at least 90 days.

Multiple Sclerosis

Multiple Sclerosis diagnosed by a specialist and defined as permanent functional neurological impairment with objective evidence of motor or sensory dysfunction confirmed by objective neurological investigations (i.e. lumbar puncture, evoked visual responses, evoked auditory responses and MRI evidence of lesions of the central nervous system).

Parkinson's Disease

Parkinson's disease is diagnosed by a specialist and defined as unequivocal diagnosis of idiopathic Parkinson's disease. Disease characteristics include resting tremor, rigidity, bradykinesia and gait disturbance compatible with the diagnosis of Parkinson's disease.

Continuation of Coverage during Temporary Absence

Coverage may continue beyond the day it would otherwise cease under the termination provisions if the insured is absent from work due to any of the following reasons. In no event will coverage continue beyond the maximum time shown below for any temporary absence. If the insured is eligible to continue coverage for more than one reason, the periods of continuation will run concurrently. The continuation periods may not be applied consecutively. Continuation of coverage is subject to the payment of required premium.

Illness or Injury:

If absent from work due to illness or injury, all coverage may be continued for a period of 3 consecutive months from the date last actively at work.

Personal Leave of Absence

If on a documented leave of absence, all coverage may be continued for up to 1 month following the date last actively at work. If the leave terminates prior to the agreed upon date, this continuation will cease immediately.

Health Screening Benefit

The health screen benefit is only available to employees and their spouse. It does not apply to dependent children. The benefit will be paid once during a calendar year regardless of the number of x-rays or laboratory tests administered during that year.

- 1. Tests to Screen for Cancer:
 - (a) Biopsy
 - (b) Bone marrow testing
 - (c) Breast ultrasound
 - (d) CA 125 (blood test for ovarian cancer)
 - (e) CA 15-3 (blood test for breast cancer)
 - (f) CEA (blood test for colon cancer)
 - (g) Colonoscopy
 - (h) Flexible sigmoidoscopy
 - (i) Hemocult stool specimen
 - (j) Mammogram
 - (k) Pap test
 - (I) PSA (prostate-specific antigen tests)
 - (m) Serum protein electrophoresis (blood test for myeloma)
 - (n) Thermography
- 2. Tests to screen for Heart-related Disease
 - (a) Blood test for triglycerides
 - (b) Chest x-ray
 - (c) Serum cholesterol test to determine HDL/LDL level
 - (d) Stress test on a bicycle or treadmill
- 3. Test to screen for Organ-related Disease
 - (a) Fasting blood glucose test

Recurrence Benefit

The Recurrence Benefit is paid if a critical illness previously paid under the policy is diagnosed a second time while eligible under the policy. The following conditions must be satisfied to be eligible for the benefit:

- a. The subsequent condition is a critical illness that qualifies for the recurrence benefit (see below).
- b. The subsequent condition satisfies policy requirements to be considered a covered critical illness condition.
- c. The subsequent condition occurred and is diagnosed at least 365 days after the date of the diagnosis of the paid critical illness benefit.
- d. The subsequent diagnosis must be made while the insured is covered under the policy.

The recurrence benefit is only payable one time. The benefit is not available when an insured has already received a recurrence benefit. The following covered critical illness conditions qualify for the benefit:

Invasive Cancer Major Organ Failure

Heart Attack Paralysis Due to Accident

Stroke Severe Burns

Coma Due to Accident

If there is any conflict between this information and the policy issued, the terms of the policy will prevail.

Rates for Williamson County

Critical Illness

Proposal: C00041826 Date: 4/6/2020

Employee Benefit Amount(s)

Critical Illness benefit: \$5,000, \$10,000, \$15,000, \$20,000 Guaranteed Issue Amount: Up to \$20,000

Dependent Benefit Amount(s)

Spouse: 50% of the employee's benefit. Guaranteed Issue Amount: 50% of the employee's guaranteed issue amount. Child: 25% of the employee's benefit, not to exceed \$10,000. Guaranteed Issue Amount: 25% of the employee's guaranteed issued amount.

Cost is dependent upon how much coverage is selected and/or approved after Evidence of Insurability¹ (if applies), whether or not tobacco use is applicable, and the age of the insured as of the effective date. Because attained age rating applies, premiums may increase due to age changes upon the start of the next policy year.

Monthly 4-Tier Premium Rates

NON-TOBACCO RATES

	Employee Attained Age	[\$5,000]	[\$10,000]	[\$15,000]	[\$20,000]
	24 or less	\$ 2.96	\$ 3.64	\$ 4.33	\$ 5.02
	25-29	\$ 3.17	\$ 4.07	\$ 4.98	\$ 5.88
	30-34	\$ 3.52	\$ 4.78	\$ 6.03	\$ 7.29
	35-39	\$ 4.39	\$ 6.51	\$ 8.63	\$ 10.76
١	40-44	\$ 5.65	\$ 9.03	\$ 12.41	\$ 15.80
Employee	45-49	\$ 7.27	\$ 12.28	\$ 17.28	\$ 22.28
<u></u>	50-54	\$ 9.74	\$ 17.21	\$ 24.68	\$ 32.16
du	55-59	\$ 13.10	\$ 23.93	\$ 34.75	\$ 45.58
ᇤ	60-64	\$ 17.88	\$ 33.49	\$ 49.11	\$ 64.72
	65-69	\$ 27.66	\$ 53.05	\$ 78.44	\$ 103.83
	70-74	\$ 36.49	\$ 70.72	\$ 104.95	\$ 139.17
	75-79	\$ 47.70	\$ 93.13	\$ 138.56	\$ 183.99
	80-84	\$ 61.50	\$ 120.74	\$ 179.97	\$ 239.20
	85+	\$ 87.83	\$ 173.39	\$ 258.95	\$ 344.51
	24 or less	\$ 5.57	\$ 6.60	\$ 7.64	\$ 8.67
	25-29	\$ 5.89	\$ 7.24	\$ 8.60	\$ 9.95
	30-34	\$ 6.42	\$ 8.30	\$ 10.19	\$ 12.07
Spouse	35-39	\$ 7.72	\$ 10.90	\$ 14.08	\$ 17.26
ا کر	40-44	\$ 9.61	\$ 14.68	\$ 19.76	\$ 24.83
Sp	45-49	\$ 12.04	\$ 19.55	\$ 27.06	\$ 34.57
+	50-54	\$ 15.75	\$ 26.96	\$ 38.17	\$ 49.38
ee	55-59	\$ 20.78	\$ 37.03	\$ 53.28	\$ 69.53
<u></u>	60-64	\$ 27.94	\$ 51.33	\$ 74.73	\$ 98.13
Employee	65-69	\$ 42.61	\$ 80.69	\$ 118.77	\$ 156.85
En	70-74	\$ 55.91	\$ 107.28	\$ 158.65	\$ 210.02
	75-79	\$ 72.72	\$ 140.91	\$ 209.09	\$ 277.27
	80-84	\$ 93.36	\$ 182.18	\$ 271.00	\$ 359.82
	85+	\$ 132.93	\$ 261.32	\$ 389.71	\$ 518.10

Monthly 4-Tier Premium Rates (Continued)
NON-TOBACCO RATES

	Employee Attained Age	[\$5,000]	[\$10,000]	[\$15,000]	[\$20,000]
	24 or less	\$ 3.14	\$ 4.01	\$ 4.88	\$ 5.75
	25-29	\$ 3.35	\$ 4.44	\$ 5.52	\$ 6.61
Child(ren)	30-34	\$ 3.69	\$ 5.11	\$ 6.52	\$ 7.94
	35-39	\$ 4.56	\$ 6.85	\$ 9.14	\$ 11.43
 	40-44	\$ 5.81	\$ 9.35	\$ 12.89	\$ 16.43
l ji	45-49	\$ 7.42	\$ 12.57	\$ 17.72	\$ 22.87
	50-54	\$ 9.89	\$ 17.51	\$ 25.12	\$ 32.74
+	55-59	\$ 13.25	\$ 24.22	\$ 35.20	\$ 46.18
) ě	60-64	\$ 18.02	\$ 33.77	\$ 49.52	\$ 65.27
Employee	65-69	\$ 27.82	\$ 53.37	\$ 78.92	\$ 104.47
] L	70-74	\$ 36.66	\$ 71.06	\$ 105.45	\$ 139.85
🔟	75-79	\$ 47.87	\$ 93.47	\$ 139.08	\$ 184.68
	80-84	\$ 61.50	\$ 120.74	\$ 179.97	\$ 239.20
	85+	\$ 87.83	\$ 173.39	\$ 258.95	\$ 344.51
	24 or less	\$ 5.75	\$ 6.96	\$ 8.18	\$ 9.39
	25-29	\$ 6.07	\$ 7.60	\$ 9.14	\$ 10.67
	30-34	\$ 6.58	\$ 8.62	\$ 10.67	\$ 12.71
<u>></u>	35-39	\$ 7.88	\$ 11.23	\$ 14.57	\$ 17.92
Family	40-44	\$ 9.76	\$ 14.99	\$ 20.22	\$ 25.45
	45-49	\$ 12.19	\$ 19.84	\$ 27.50	\$ 35.15
+	50-54	\$ 15.89	\$ 27.25	\$ 38.60	\$ 49.96
l ee	55-59	\$ 20.92	\$ 37.31	\$ 53.70	\$ 70.09
Employee	60-64	\$ 28.09	\$ 51.64	\$ 75.19	\$ 98.75
du	65-69	\$ 42.77	\$ 81.01	\$ 119.25	\$ 157.49
П	70-74	\$ 56.00	\$ 107.46	\$ 158.92	\$ 210.39
	75-79	\$ 72.82	\$ 141.10	\$ 209.39	\$ 277.67
	80-84	\$ 93.42	\$ 182.31	\$ 271.19	\$ 360.08
	85+	\$ 132.93	\$ 261.32	\$ 389.71	\$ 518.10

Monthly 4-Tier Premium Rates (Continued)
TOBACCO RATES

			00 1 11		
	Employee Attained Age	[\$5,000]	[\$10,000]	[\$15,000]	[\$20,000]
	24 or less	\$ 2.96	\$ 3.64	\$ 4.33	\$ 5.02
	25-29	\$ 3.29	\$ 4.32	\$ 5.35	\$ 6.37
	30-34	\$ 4.04	\$ 5.82	\$ 7.60	\$ 9.37
	35-39	\$ 5.58	\$ 8.88	\$ 12.19	\$ 15.50
	40-44	\$ 8.33	\$ 14.38	\$ 20.44	\$ 26.50
ee	45-49	\$ 11.98	\$ 21.69	\$ 31.39	\$ 41.10
o	50-54	\$ 17.16	\$ 32.05	\$ 46.94	\$ 61.83
d	55-59	\$ 24.26	\$ 46.26	\$ 68.26	\$ 90.26
Employee	60-64	\$ 35.01	\$ 67.75	\$ 100.49	\$ 133.23
-	65-69	\$ 55.99	\$ 109.72	\$ 163.44	\$ 217.17
	70-74	\$ 71.78	\$ 141.28	\$ 210.79	\$ 280.30
	75-79	\$ 84.91	\$ 167.54	\$ 250.18	\$ 332.82
	80-84	\$ 94.85	\$ 187.43	\$ 280.02	\$ 372.60
	85+	\$ 108.29	\$ 214.30	\$ 320.32	\$ 426.34
	24 or less	\$ 5.57	\$ 6.60	\$ 7.64	\$ 8.67
	25-29	\$ 6.08	\$ 7.62	\$ 9.15	\$ 10.69
	30-34	\$ 7.20	\$ 9.87	\$ 12.53	\$ 15.20
se	35-39	\$ 9.49	\$ 14.45	\$ 19.41	\$ 24.37
Spouse	40-44	\$ 13.63	\$ 22.72	\$ 31.81	\$ 40.90
Sp	45-49	\$ 19.10	\$ 33.67	\$ 48.24	\$ 62.81
+	50-54	\$ 26.88	\$ 49.22	\$ 71.56	\$ 93.90
ee	55-59	\$ 37.54	\$ 70.55	\$ 103.55	\$ 136.56
o	60-64	\$ 53.61	\$ 102.68	\$ 151.75	\$ 200.82
Employee	65-69	\$ 85.11	\$ 165.69	\$ 246.26	\$ 326.84
En_	70-74	\$ 108.86	\$ 213.18	\$ 317.51	\$ 421.83
	75-79	\$ 128.56	\$ 252.59	\$ 376.61	\$ 500.64
	80-84	\$ 143.36	\$ 282.19	\$ 421.02	\$ 559.85
	85+	\$ 163.63	\$ 322.72	\$ 481.81	\$ 640.90

Monthly 4-Tier Premium Rates (Continued)
TOBACCO RATES

	=				
	Employee Attained Age	[\$5,000]	[\$10,000]	[\$15,000]	[\$20,000]
	24 or less	\$ 3.14	\$ 4.01	\$ 4.88	\$ 5.75
	25-29	\$ 3.50	\$ 4.73	\$ 5.96	\$ 7.20
	30-34	\$ 4.27	\$ 6.28	\$ 8.28	\$ 10.29
l e	35-39	\$ 5.84	\$ 9.41	\$ 12.98	\$ 16.55
)p	40-44	\$ 8.61	\$ 14.94	\$ 21.28	\$ 27.62
Child(ren)	45-49	\$ 12.27	\$ 22.26	\$ 32.26	\$ 42.26
3	50-54	\$ 17.45	\$ 32.64	\$ 47.82	\$ 63.00
	55-59	\$ 24.56	\$ 46.86	\$ 69.16	\$ 91.45
ye	60-64	\$ 35.30	\$ 68.33	\$ 101.36	\$ 134.40
응	65-69	\$ 56.33	\$ 110.39	\$ 164.46	\$ 218.52
Employee	70-74	\$ 72.12	\$ 141.97	\$ 211.81	\$ 281.66
ш	75-79	\$ 85.22	\$ 168.17	\$ 251.12	\$ 334.07
	80-84	\$ 94.85	\$ 187.43	\$ 280.02	\$ 372.60
	85+	\$ 108.29	\$ 214.30	\$ 320.32	\$ 426.34
	24 or less	\$ 5.75	\$ 6.96	\$ 8.18	\$ 9.39
	25-29	\$ 6.28	\$ 8.02	\$ 9.76	\$ 11.51
	30-34	\$ 7.42	\$ 10.31	\$ 13.20	\$ 16.09
<u> </u>	35-39	\$ 9.75	\$ 14.96	\$ 20.18	\$ 25.39
Family	40-44	\$ 13.89	\$ 23.25	\$ 32.61	\$ 41.97
	45-49	\$ 19.39	\$ 34.24	\$ 49.09	\$ 63.95
+	50-54	\$ 27.17	\$ 49.80	\$ 72.43	\$ 95.07
lee	55-59	\$ 37.82	\$ 71.11	\$ 104.39	\$ 137.68
<u>o</u>	60-64	\$ 53.93	\$ 103.32	\$ 152.71	\$ 202.10
Employee	65-69	\$ 85.45	\$ 166.36	\$ 247.27	\$ 328.18
ᇤ	70-74	\$ 109.05	\$ 213.56	\$ 318.07	\$ 422.58
	75-79	\$ 128.74	\$ 252.95	\$ 377.15	\$ 501.36
	80-84	\$ 143.47	\$ 282.40	\$ 421.33	\$ 560.26
	85+	\$ 163.63	\$ 322.72	\$ 481.81	\$ 640.90

Rates include Health Screening benefit for Employee and Spouse

¹ If the Evidence of Insurability amount is not approved for either the Employee, Spouse, or both, the Guaranteed Issue Amount is applied.

Proposal for Williamson County

Disclaimer

Proposal: C00041826 Date: 4/6/2020

Critical Illness insurance policies are designed to provide benefits at a preselected, fixed-dollar amount, for specific critical illness conditions. Coverage may be subject to exclusions, limitations, reductions, and termination of benefit provisions. The policies do not satisfy the minimum essential coverage requirements of the Affordable Care Act. Critical Illness policies are insured by Symetra Life Insurance Company, 777 108th Avenue NE, Suite 1200, Bellevue, WA 98004. Base policy form number is SBC-00535 in most states and is not available in all U.S. states or any U.S. territory. Symetra



Savings on dental, vision and hearing care

Careington

As part of their benefits, your employees have access to savings passes offered through Careington that can help them save on dental, vision and hearing services for them and their covered dependents. They're easy to use and valid for 30 days, and there is no added cost to you.

For more information about these savings passes, contact Careington at (833) 330-7223.

Three discount passes are available:

Dental



- 20% to 50% savings on most dental procedures through one of the nation's largest national dental networks
- Eligible services include:
 - Cleanings
 - Routine checkups
 - Fillings
 - Crowns
 - Dentures
 - Root canals
 - Extractions

Vision



- Savings Pass is a discount vision program that offers savings on eye care and eyewear.
- Members receive exclusive extras and special offers in addition to access to discounts through trusted, privatepractice VSP doctors on eye and contact lens exams, glasses and sunglasses.

Hearing



- 30% to 60% discounts on hearing aids
- Over 5,000 network providers
- Latest in hearing aid and accessory technology
- 45-day, no-obligation trial period on purchased products
- Additional services such as routine hearing tests, batteries and extended warranties at no extra charge

This plan is not insurance. Not available in VT or WA.

How it works

- 1. Employees can sign up for an account at lovemypass.com/Symetra.
- 2. They can purchase any of the discount passes above. Each pass is \$20* and valid for 30 days. They're available to employees or any family members who sign up for your Select Benefits insurance. Each pass can only be used by one person, but they can purchase multiple passes for multiple people.
- Once they buy a pass, they'll receive an email with an electronic membership kit. They can find a Careington network provider in their area and show their membership card to receive immediate savings on the care they need.

*AR and MD residents may cancel within the first 30 days after effective date and receive a refund of the processing fee, less a nominal \$5 fee in MD.

SBM-6360 9/19



Symetra Life Insurance Company 777 108th Avenue NE, Suite 1200 Bellevue, WA 98004-5135

www.symetra.com

Symetra® is a registered service mark of Symetra Life Insurance Company.

Savings pass is a discount program offered through Careington. It is not insurance and is not intended to replace health insurance. This plan does not meet the minimum creditable coverage requirements under M.G.L. c.111M and 956 CMR 5.00. This plan is not a Qualified Health Plan under the Affordable Care Act. The range of discounts will vary depending on the type of provider and service. The plan does not pay providers directly. **Members must pay for all services to receive a discount from participating providers.** The list of participating providers is at lovemypass.com/Symetra. A written list of participating providers is available upon request. AR and MD residents may cancel within the first 30 days after effective date and receive a refund of the processing fee, less a nominal \$5 fee in MD. Discount Plan Organization and administrator: Careington International Corporation, 7400 Gaylord Parkway, Frisco, TX 75034; phone 1-800-441-0380.

This plan is not available in VT or WA.

Careington International Corporation is not affiliated with Symetra Life Insurance Company or its affiliates.



Symetra Life Insurance Company 777 108th Avenue NE, Suite 1200 | Bellevue, WA 98004-5135

Mailing Address: Select Benefit Administrators

PO Box 440 | Ashland, WI 54806 Overnight deliveries to: 118 3rd Street East | Ashland, WI 54806

Phone 1-800-497-3699 | Fax (715) 682-5919

MASTER APPLICATION For Group Insurance

Instructi		 Complete and sign the a Attach the Plan Summar Retain a copy with your 	ry and send to Select Benefit A	Administrators (SB	A)
Name of	Applica	ant			
Address					
	Street				
	City			State	Zip
applies to	Symet	ra Life Insurance Company f	or the following group insura	nce:	
	In	surance	Requested Effective Date		
		Fixed-Payment Indemnity		-	
		Accident			
		Outpatient Prescription Drug			
		Critical Illness		<u>.</u>	
issued pur shall cons	rsuant t stitute i	to the selected Plan Summary ts acceptance and approval of This application supersedes	 The applicant agrees that its fall policy terms. any previous application. 	payment of premiu	e insurance indicated above will be um, after delivery of the policy(ies), an insurer, submits an application or
files a cla	im cor	ntaining a false or deceptive	statement may be guilty of	insurance fraud.	
Signed at	City			State	on Date
For the A	pplicar	nt by			
		Name (printed)		Title	
Agent/Pro	oducer	Signature	Resident Licensed A	\gent/Producer where re	quired by law
		Name (printed)		Tax ID Number	



Select Benefit Administrators

Mailing Address: Select Benefit Administrators PO Box 440 | Ashland, WI 54806 Overnight deliveries to: 118 3rd Street East | Ashland, WI 54806 Phone 1-800-497-3699 | Fax (715) 682-5919

SOLD CASE ADMINISTRATIVE INFORMATION

Today's date	Today's date		Requested effective date			Proposal number		
Plan summary/plan selected (Ir		Group nur		mber				
RAL GROUP INFORMA	ATION							
Applicant (Legal name)						Tax ID nur	mber	
Street address		City			State	Zip		
Mailing address (if different)				City		Zip		
Administrative contact name		Administra	tive contact phone (inc	lude area code)	Administrative	contact ema	uil address	
Nature of business					SIC Code	_		
Associated companies					State(s)	l		
Number of full-time employees	Number of eligible	e employees	Eligibility waiting peri	th following:		-	☐ 60 days ☐ 90	
Eligible class(es)	Open enrollment	period annua				ge effective		
	1st payroll deduction begins on				for coverage beginning			
	Applicant's contr	ibution						
OYEE DISTRIBUTION	MATERIALS I	NFORMA	TION Turnaround t	ime: 10 busines	s days for printed	materials; 3 b	ousiness days for PD	
Enrollment materials request			printed packets neede		Certificate rec			
Yes No or		English	Spar	nish	Printed	☐ Electror	nic*	
Mailing address (if different from	n Applicant's)			City		State	Zip	
Email address to send electron	ic (PDF file)		Applic	ant's contribution	per pay period	Employee's cost per pay perio		
*If requesting electronic cer	tificates, email S	YMSBA@sy	metra.com for an E	lectronic Certif	icate Use Agre	ement.		
IT INFORMATION	<u> </u>							
Agency name			Agent	name (Printed)				
Address				City		State	Zip	
Phone number			Email			Writing nu	Writing number	
Phone number			Lilian			vviiting man	IIIDCI	
Phone number Agent signature			Date			Tax ID nur		

COMMENTS

Symetra[®] is a registered service mark of Symetra Life Insurance Company.

Select Benefit Administrators is an administrative division of Symetra Life Insurance Company, 777 108th Ave NE, Suite 1200, Bellevue, WA 98004-5135.



Symetra Life Insurance Company

777 108th Avenue NE, Suite 1200 | Bellevue, WA 98004-5135 Mailing Address: Benefits Division | PO Box 34690 | Seattle, WA 98124-1690 Phone 1-800-426-7784 | TTY/TDD 1-800-833-6388

ELECTRONIC CERTIFICATE USE AGREEMENT

Electronic Certificate Use Agreement
between
Symetra Life Insurance Company ("Symetra")
and
(Policyholder Name)
Policy No

IMPORTANT NOTICE REGARDING YOUR REQUEST TO RECEIVE ELECTRONIC CERTIFICATES:

- The Policyholder has the right to request paper copies of current certificates at any time.
- Symetra will continue to send electronic certificates until the contract terminates or the Policyholder cancels the request to receive electronic certificates.
- The Policyholder has the right to cancel the request to receive electronic certificates at any time.
- Electronic certificates will be sent to the Policyholder as email attachments. They will be in the form of PDF documents, so the Policyholder will need the ability to access and retain this type of document.

Symetra agrees to the Policyholder's request to provide certificates in electronic form. The Policyholder agrees to the following:

- The Policyholder will in no way modify the electronic certificate provided by Symetra.
- Symetra will send the Policyholder a new electronic certificate when contract amendments require
 the certificate to change. It is the Policyholder's responsibility to make the correct electronic
 certificate available to insureds. Symetra is not responsible if the Policyholder makes an incorrect
 electronic certificate available to insureds.
- It is the Policyholder's responsibility to inform all insureds when their certificates are modified due to contract amendments.
- It is the Policyholder's responsibility to request paper certificates from Symetra and provide them to insured individuals who request them. The Policyholder must also maintain records of the insured individuals who request paper certificates. Symetra will provide paper certificate updates upon request.

Electronic Certificate Use Agreement

between

Symetra Life Insurance Company ("Symetra")

and

	anu							
	(Policyholder Name)							
	Policy No							
•	All claims will be paid based on the paper contract and amendments Symetra provides. In event a certificate and the contract do not agree, the contract will prevail.	the						
•	The Policyholder agrees that the electronic certificate provided to it by Symetra will be disseminate by the Policyholder only to the insured individuals entitled thereto.							
•	The Policyholder agrees to defend and hold Symetra harmless from any liability resulting from the Policyholder's use of the electronic certificate.							
	is agreement must be signed, dated and returned to Symetra at its Home Office in ord Policyholder to receive electronic certificates.	ler for						
Δα	reed: Margart Ment							
лy	Margaret Meister President							
	Symetra Life Insurance Company							
Ag	reed: (Till)							
	(Officer) (Title) (Date)							
	(1) Sign and return to Symetra. (2) Retain copy with your policy.							

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Symetra Scheduled Benefit Accident Financial Proposal

4



Symetra Select Benefits Scheduled Accident Insurance Proposal

April 27, 2020

Presented to

Williamson County

Georgetown, TX

Presented on behalf of Holmes Murphy & Associates

Proposed Contract Effective Date 1/1/2021

Any policy sold and issued in the State of New York is insured and underwritten by First Symetra National Life Insurance Company of New York, a New York-licensed insurer.

Any policy sold and issued in any state other than the State of New York is insured and underwritten by Symetra Life Insurance Company, an lowa-domiciled insurer that is licensed in all states except New York.

Plan Summary for Williamson County

Scheduled Benefit Accident

Proposal: B00041825 Date: 4/6/2020

Participation Requirement: Greater of 25 employees or 10% of eligible employees.

EMERGENCY CARE & DIAGNOSTICS	Base	Classic	Premier
Ambulance - Ground	\$100 pp/pa ²	\$250 pp/pa ²	\$400 pp/pa ²
Ambulance - Air	\$1,000 pp/pa	\$1,500 pp/pa	\$2,000 pp/pa
Emergency Room	\$150 pp/pa	\$200 pp/pa	\$300 pp/pa
Major Diagnostic Testing (MRI, CT Scan, CAT, MRI, EEG) 1 benefit per covered accident	\$75 pp/pa	\$150 pp/pa	\$300 pp/pa
X-Ray	\$40 pp/pa	\$50 pp/pa	\$60 pp/pa
Pain Management/Epidural (one per covered accident)	\$50 pp/pa	\$75 pp/pa	\$100 pp/pa
Initial Doctor's Visit	\$50 pp/pa	\$75 pp/pa	\$100 pp/pa
ACCIDENT HOSPITALIZATION & SURGICAL	BENEFITS		
Hospital Admission	\$1,000 pp/pa	\$1,250 pp/pa	\$1,500 pp/pa
ICU Admission	\$2,000 pp/pa	\$2,500 pp/pa	\$3,000 pp/pa
Hospital Confinement Up to 365 days per accident	\$150 per day	\$250 per day	\$300 per day
Up to 30 days per accident	\$300 per day	\$500 per day	\$600 per day
Rehabilitation/Skilled Nursing Facility Up to 90 days per accident	\$75 per day	\$125 per day	\$150 per day
Blood/Plasma/Platelets	\$300 pp/pa	\$400 pp/pa	\$500 pp/pa
Surgery - Open Abdominal, Thoracic	\$1,000 per surgery	\$2,000 per surgery	\$3,000 per surgery
Surgery - Cranial	\$1,000 per surgery	\$2,000 per surgery	\$3,000 per surgery
Surgery - Hernia	\$500 per surgery	\$1,000 per surgery	\$1,500 per surgery
Surgery - Exploratory or Without Repair	\$200 per surgery	\$300 per surgery	\$400 per surgery
Outpatient/Miscellaneous Surgery	\$200 pp/pa	\$300 pp/pa	\$400 pp/pa
Transportation Up to 3 trips per accident	\$300 per trip	\$400 per trip	\$500 per trip
Family Lodging Up to 30 nights	\$75 per night	\$100 per night	\$125 per night
Coma After 7 day duration	\$4,000 pp/pa	\$6,000 pp/pa	\$8,000 pp/pa
FOLLOW UP CARE		1.	
Follow Up Doctor's Visit	\$50 pp/pa	\$75 pp/pa	\$100 pp/pa
Physical Therapy Up to 10 visits per accident	\$30 per visit	\$50 per visit	\$75 per visit
Chiropractic Visit Up to 10 visits per accident	\$30 per visit	\$50 per visit	\$75 per visit
Medical Equipment	\$150 pp/pa	\$250 pp/pa	\$400 pp/pa
Prosthetic Device	\$1,500 pp/pa	\$2,000 pp/pa	\$2,500 pp/pa

COMMON INJURIES	Base	Classic	Premier
Burns - Second Degree 20 - 100 square centimeters 101 - 225 square centimeters More than 225 square centimeters	\$50 pp/pa	\$75 pp/pa	\$100 pp/pa
	\$100 pp/pa	\$150 pp/pa	\$200 pp/pa
	\$400 pp/pa	\$600 pp/pa	\$800 pp/pa
Burns - Third Degree 20 - 100 square centimeters 101 - 225 square centimeters More than 225 square centimeters Skin Grafts	\$500 pp/pa	\$650 pp/pa	\$800 pp/pa
	\$2,000 pp/pa	\$4,000 pp/pa	\$6,000 pp/pa
	\$10,000 pp/pa	\$15,000 pp/pa	\$20,000 pp/pa
	25% of burn benefit	25% of burn benefit	25% of burn benefit
Paralysis Quadriplegia Paraplegia Hemiplegia Uniplegia	\$10,000 pp/pa	\$15,000 pp/pa	\$20,000 pp/pa
	\$5,000 pp/pa	\$7,500 pp/pa	\$10,000 pp/pa
	\$5,000 pp/pa	\$7,500 pp/pa	\$10,000 pp/pa
	\$2,500 pp/pa	\$3,750 pp/pa	\$5,000 pp/pa
Lacerations Not requiring sutures Under 3 inches, requires sutures 3" to 6" inches, requires sutures Over 6", requires sutures	\$30 pp/pa	\$40 pp/pa	\$50 pp/pa
	\$60 pp/pa	\$70 pp/pa	\$80 pp/pa
	\$100 pp/pa	\$125 pp/pa	\$150 pp/pa
	\$200 pp/pa	\$300 pp/pa	\$400 pp/pa
Emergency Dental Work Crown Repair Extraction	\$100 pp/pa	\$150 pp/pa	\$200 pp/pa
	\$50 pp/pa	\$75 pp/pa	\$100 pp/pa
Eye Injuries Removal of Foreign Object Surgical Repair	\$25 pp/pa	\$40 pp/pa	\$60 pp/pa
	\$100 pp/pa	\$200 pp/pa	\$300 pp/pa
Specific Injuries Ruptured Disc Tendons/Ligaments 1 tear with surgical repair Tendons/Ligaments	\$200 pp/pa	\$400 pp/pa	\$600 pp/pa
	\$500 pp/pa	\$650 pp/pa	\$800 pp/pa
2 or more tears with surgical repair Tendons/Ligaments Arthroscopic surgery with no repair	\$750 pp/pa	\$900 pp/pa	\$1,200 pp/pa
	\$100 pp/pa	\$200 pp/pa	\$300 pp/pa
Torn Knee Cartilage Exploratory surgery with no repair Torn Knee Cartilage	\$100 pp/pa	\$200 pp/pa	\$300 pp/pa
Surgical repair	\$500 pp/pa	\$650 pp/pa	\$800 pp/pa
Concussion	\$100 pp/pa	\$200 pp/pa	\$300 pp/pa

COMMON INJURIES	Base	Classic	Premier
Dislocations (Closed Reduction) 3 dislocation benefits per person,			
per accident maximum Hip Knee (except patella) Shoulder Foot/Ankle Wrist Lower Jaw Elbow Bones of the Hand (except fingers) Collarbone 2 or more fingers 2 or more toes 1 finger or toe Open Reduction Partial Dislocation	\$3,000 per dislocation \$1,200 per dislocation \$1,200 per dislocation \$1,200 per dislocation \$1,200 per dislocation \$1,200 per dislocation \$1,200 per dislocation \$600 per dislocation \$600 per dislocation \$200 per dislocation \$200 per dislocation \$100 per dislocation \$100 per dislocation benefit	\$4,000 per dislocation \$1,600 per dislocation \$1,600 per dislocation \$1,600 per dislocation \$1,600 per dislocation \$1,600 per dislocation \$1,600 per dislocation \$800 per dislocation \$800 per dislocation \$300 per dislocation \$300 per dislocation \$125 per dislocation 200% of dislocation benefit	\$5,000 per dislocation \$2,000 per dislocation \$2,000 per dislocation \$2,000 per dislocation \$2,000 per dislocation \$2,000 per dislocation \$2,000 per dislocation \$1,000 per dislocation \$1,000 per dislocation \$400 per dislocation \$400 per dislocation \$150 per dislocation
Fractures (Closed Reduction) 3 fracture benefits per person, per accident maximum Skull Hip/Thigh Vertebral Body (excluding vertebral processes) Pelvis Arm (upper) Shoulder Blade Leg Upper Jaw Vertebral Processes Knee Cap Collarbone Forearm Foot/Ankle Hand/Wrist Lower Jaw Ribs (2 or more) Facial Bones or Nose 1 rib, finger, or toe Coccyx Open Reduction	\$3,000 per fracture \$3,000 per fracture \$3,000 per fracture \$3,000 per fracture \$2,000 per fracture \$2,000 per fracture \$2,000 per fracture \$1,200 per fracture \$1,200 per fracture \$1,200 per fracture \$1,200 per fracture \$1,200 per fracture \$1,200 per fracture \$1,000 per fracture \$1,000 per fracture \$500 per fracture \$500 per fracture \$500 per fracture \$200 per fracture \$200 per fracture \$200 per fracture	\$4,000 per fracture \$4,000 per fracture \$4,000 per fracture \$4,000 per fracture \$2,500 per fracture \$2,500 per fracture \$1,600 per fracture \$1,600 per fracture \$1,600 per fracture \$1,600 per fracture \$1,600 per fracture \$1,600 per fracture \$1,250 per fracture \$1,250 per fracture \$750 per fracture \$750 per fracture \$750 per fracture \$300 per fracture \$300 per fracture	\$5,000 per fracture \$5,000 per fracture \$5,000 per fracture \$5,000 per fracture \$3,000 per fracture \$3,000 per fracture \$3,000 per fracture \$2,000 per fracture \$2,000 per fracture \$2,000 per fracture \$2,000 per fracture \$2,000 per fracture \$2,000 per fracture \$1,500 per fracture \$1,500 per fracture \$1,000 per fracture \$1,000 per fracture \$1,000 per fracture \$400 per fracture \$400 per fracture \$400 per fracture
Bone Chip	25% of fracture benefit	25% of fracture benefit	25% of fracture benefit

CATASTROPHIC ACCIDENT BENEFITS	Base	Classic	Premier
Accidental Death ¹	\$50,000	\$50,000	\$50,000
Common Carrier Accidental Death ¹	\$100,000	\$100,000	\$100,000
AD&D Benefits 1 Double Dismemberment Loss of both hands, both feet or sight in both eyes Loss of Speech or Hearing in both ears Loss of 1 hand and 1 foot Loss of 1 eye Loss of 1 hand or 1 foot Loss of 2 or more fingers or toes Loss of 1 finger or toe	\$50,000 \$25,000 \$50,000 \$25,000 \$25,000 \$10,000 \$2,500	\$50,000 \$25,000 \$50,000 \$25,000 \$25,000 \$10,000 \$2,500	\$50,000 \$25,000 \$50,000 \$25,000 \$25,000 \$10,000 \$2,500
OPTIONAL BENEFITS			
Wellness Screening Benefit	\$50 pp/pcy ³	\$50 pp/pcy ³	\$50 pp/pcy ³
Occupational Coverage	Included	Included	Included
Child Organized Sports Activity Benefit Additional 25% of accident benefits \$5,000 per person/per accident maximum	Included	Included	Included
Monthly Premium	Base	Classic	Premier
Employee	\$11.25	\$14.92	\$18.98
Employee + Spouse	\$18.84	\$25.08	\$31.98
Employee + Children	\$22.21	\$29.79	\$38.17
Family	\$31.37	\$42.12	\$53.99

¹Benefit amounts: Employee 100%, Spouse 50%, Dependent Child 25%

Unless otherwise stated, this quote assumes that all eligible employees are residents of the United States and on your U.S. payroll.

By delivering this proposal for coverage, the producer represents and warrants to Symetra that each of the producer and any other person and entity acting with or on behalf of the producer in the sale or solicitation of such coverage maintains such insurance producer licenses and appointments as are required by each state in which the coverage has been or will be solicited, and in all states in which the policy(ies) will be issued (including any states in which a statutory disability policy may be issued). This proposal is authorized for delivery only if the foregoing representation and warranty is true and correct.

This proposal is subject to change to comply with regulatory requirements taking effect before or on the effective date of coverage.

Quote assumes premiums to be billed monthly on an advance basis.

These rates are guaranteed for 24 months following the effective date.

The Policyholder will determine the minimum required hours to be eligible for coverage. The minimum weekly hours to be established must be at least 15 hours.

²pp/pa = per person, per accident

³pp/pcy=per person, per calendar year

Plan(s) Selected:	
Authorized Signature:	

These benefits are designed to be offered to those covered under a High-Deductible Health Plan ('HDHP') without the effect of disqualifying a participant from electing an HSA. Please consult with your Benefits Advisor to assist with determination that electing this limited benefit coverage is in fact permitted coverage under the rules applicable to an HSA.

Scheduled Benefit Accident

Proposal: B00041825 Date: 4/6/2020

EMERGENCY CARE & DIAGNOSTICS

Ambulance Transportation Benefit

This benefit pays for ground or air ambulance transportation as shown in the Schedule of Benefits. It will be paid for transportation by a licensed ground or air ambulance transportation service from the place of injury to the nearest accredited hospital where adequate treatment facilities are available. Air ambulance transportation must be within 96 hours of the accident. Ground transportation must be within 90 days of the accident. One ground ambulance trip and one air ambulance trip are payable per accident.

Emergency Room Benefit

The benefit amount shown in the Schedule of Benefits will be paid for treatment in an emergency room for an injury. Emergency room services must be incurred within 30 days from the Accident. This benefit is payable once per person, per accident.

Major Diagnostic Testing Benefit

The benefit amount shown in the Schedule of Benefits will be paid if for any of the following major diagnostic tests as the result of the injury. Tests must be administered by a provider within 365 days of the accident. This benefit is payable once per person, per accident. If multiple tests are performed, only one benefit will be paid. The following tests are covered: magnetic resonance imaging (MRI), computed tomography (CT, Cat Scan), electrocardiogram (EKG) and electroencephalogram.

X-Ray Benefit

The benefit amount shown in the Schedule of Benefits will be paid if an x-ray is performed as a result of the injury. The x-ray must be performed by a provider within 365 days of the accident. This benefit is payable once per person, per accident.

Pain Management/Epidural Benefit

The benefit amount shown in the Schedule of Benefits will be paid if medical pain management services, including the application of epidural injections, are administered for treatment of injury. Services must be administered by a provider within 365 days of the accident. Services may be provided at the doctor's office, outpatient hospital clinic or urgent care facility. This benefit is paid one time per person, per accident.

Initial Doctor Visit Benefit

The benefit amount shown in the Schedule of Benefits will be paid for the first day of treatment from a doctor for an injury. The initial visit must occur within 365 days of the accident. Services must be provided at the doctor's office, an outpatient hospital clinic or urgent care facility. This benefit is payable once per person, per accident.

ACCIDENT HOSPITILAZATION & SURGICAL BENEFITS

Hospital Admission Benefit

This benefit will pay the amount shown in the Schedule of Benefits for the first calendar day of confinement and admission to a hospital as the result of an injury for a minimum of 24 consecutive hours or if a charge is made for room and board. Hospital admission must occur within 365 days from the date of the accident. The benefit is payable once per person, per accident. This benefit is payable regardless of other hospital benefits available.

Intensive Care Unit (ICU) Admission Benefit

This benefit will pay the amount shown in the Schedule of Benefits for the first calendar day of confinement and admission to an ICU as the result of an injury for a minimum of 24 consecutive hours or a charge is made for room and board. ICU admission must occur within 365 days from the date of the accident. The benefit is payable once per person, per accident. This benefit is payable regardless of other ICU benefits available.

Hospital Confinement Benefit

This benefit will pay the amount shown in the Schedule of Benefits for confinement to a hospital for treatment of injury. Hospital confinement must be for a minimum of 24 hours and begin within 365 days from the date of the accident. The benefit is paid for each day of confinement up to 365 days.

Intensive Care Unit (ICU) Confinement Benefit

This benefit will pay the amount shown in the Schedule of Benefits for confinement to an ICU for treatment of injury. ICU confinement must be for a minimum of 24 hours and begin within 365 days from the date of the accident. The benefit is paid for each day of confinement up to 30 days.

Rehabilitation/Skilled Nursing Benefit

This benefit will pay the amount shown in the Schedule of Benefits for confinement to a rehabilitation facility or skilled nursing facility for treatment of an injury. Confinement must be for a minimum of 24 hours and begin within 365 days from the date of the accident. The benefit is paid for each day of confinement up to 90 days.

Blood/Plasma/Platelets Benefit

This benefit will pay the amount shown in the Schedule of Benefits for transfusion of blood, plasma or platelets for a surgical procedure. This benefit is paid one time per person, per accident.

Surgery Benefit

This benefit will pay the amount shown in the Schedule of Benefits based on the type of surgical procedure performed. Surgery must be performed within 365 days of date of the accident. If more than one surgical procedure is performed on the same day, the benefit paid will be based on the surgery that provides the largest benefit amount.

Outpatient/Miscellaneous Surgery Benefit

This benefit will pay the amount shown in the Schedule of Benefits for an outpatient surgical procedure or an inpatient surgical procedure not otherwise covered. Surgery must be required due to injury and performed within 365 days of the accident. This benefit is payable once per person, per accident.

Transportation Benefit

This benefit will pay the amount shown in the Schedule of Benefits for each day an insured must travel to or from a health care facility more than 50 miles away from the primary residence for treatment of injury. Travel must occur within 365 days after the accident and is payable for up to 3 trips per accident.

Family Lodging Benefit

This benefit will pay the amount shown in the Schedule of Benefits each day an expense is incurred for lodging by an adult family member or companion accompanying the insured who is confined as the result of an injury more than 50 miles away from the primary residence. This benefit is payable up to 30 nights per accident.

Coma Benefit

This benefit will pay the amount shown in the Schedule of Benefits if an insured lapses into a coma as the result of an injury. The coma must occur within 365 days of injury and last for a minimum of 7 days.

FOLLOW UP CARE

Follow Up Doctor's Visit Benefit

This benefit will pay the amount shown in the Schedule of Benefits for a follow up visit with a doctor for the treatment of an injury. Treatment must be provided at a doctor's office, an outpatient hospital facility or urgent care facility and occur after initial treatment in a doctor's office or emergency room. Benefits are payable for one follow up visit for the same injury and must be completed within one year from the date of the accident.

Physical Therapy Benefit

This benefit will pay the amount shown in the Schedule of Benefits for any day the insured receives physical therapy in a health care facility as the result of an injury. Physical therapy must begin within 365 days after the accident. This benefit is payable for up to 10 visits per accident.

Chiropractic Visit Benefit

This benefit will pay the amount shown in the Schedule of Benefits for each day the insured receives chiropractic care as the result of an injury. Chiropractic care must begin within 365 days after the date of the accident. This benefit is payable for up to 10 visits per accident.

Medical Equipment Benefit

This benefit will pay the amount shown in the Schedule of Benefits if the insured rents or buys durable medical equipment as the result of an injury. The medical equipment must be prescribed by a doctor within 365 days after the injury occurs. This benefit is payable one time per person, per accident.

Prosthetic Device Benefit

This benefit will pay the amount shown in the Schedule of Benefits if the insured purchases a prosthetic device as the result of an injury. The prosthetic device must be prescribed by a doctor within 365 days after the injury occurs. This benefit is payable one time per person, per accident.

COMMON INJURIES

Burn Benefit

This benefit will pay the amount shown in the Schedule of Benefits for second or third degree burns sustained due to an accident. Benefits are based on the severity of the burn. Only one benefit is payable per person, per accident. If multiple burns are sustained as the result of the same accident, the highest eligible benefit will be paid.

Paralysis Benefit

This benefit will pay the amount shown in the Schedule of Benefits for paralysis due to an accident. The benefit amount is based on the type of paralysis. Paralysis must be diagnosed by a doctor within 365 days of the accident. This benefit is payable only once per person, per accident.

Laceration Benefit

This benefit will pay the amount shown in the Schedule of Benefits for lacerations sustained as the result of an accident. The benefit amount is based on the type of laceration. Lacerations must be repaired within 96 hours after an accident. Only one laceration benefit will be paid per person, per accident. If multiple lacerations are sustained, the benefit amount applicable to the total length of all lacerations will be paid.

Emergency Dental Work Benefit

This benefit will pay the amount shown in the Schedule of Benefits if emergency dental treatment is required as the result of an accident. This includes the repair of a broken sound, natural tooth or crown and the extraction of a broken sound, natural tooth. The benefit amount is based on the type of procedure. Dental work must occur within 365 days after the accident. This benefit will be paid once per person, per accident regardless of the number of teeth involved.

Eye Injury Benefit

This benefit will pay the amount shown in the Schedule of Benefits if an eye injury is sustained as the result of an accident. The injury must require surgery or removal of a foreign object by a doctor within 365 days after the accident. One eye injury benefit is payable per person per accident.

Specific Injury Benefit

This benefit will pay the amount shown in the Schedule of Benefits if one of the specific injuries listed is sustained as the result of an accident. Benefit amounts are based on the type of injury sustained. The injury must require surgery or medical treatment within 365 days after the accident. Only one benefit is payable per person per accident.

Dislocations Benefit

This benefit will pay the amount shown in the Schedule of Benefits if a dislocation is sustained as the result of an accident. Benefit amounts are based on the type of dislocation sustained and must be treated by a doctor within 365 days after the accident. This benefit will be paid for up to 3 dislocations per person per accident.

Fractures Benefit

This benefit will pay the amount shown in the Schedule of Benefits if a fracture is sustained as the result of an accident. Benefit amounts are based on the type of fracture sustained and must be treated by a doctor within 365 days after the accident. This benefit will be paid for up to 3 fractures per person per accident.

CATASTROPHIC ACCIDENT BENEFITS

Accidental Death Benefit

This benefit will pay the amount shown in the Schedule of Benefits if the injury sustained results in loss of life. The loss must be a direct result of the accident, independent of all other causes and occur within 365 days of the accident.

Common Carrier Accidental Death Benefit

This benefit will pay the amount shown in the Schedule of Benefits if the injury sustained results in loss of life while on or occupying a common carrier. The loss must be a direct result of an accident, independent of all other causes and occur within 365 days of the accident. This benefit is payable in lieu of the Accidental Death benefit.

Accidental Dismemberment Benefit

This benefit will pay the amount shown in the Schedule of Benefits if the injury sustained results in a loss as described in the Schedule of Benefits. The loss must be a direct result of the accident, independent of all other causes and occur within 365 days of the accident.

OPTIONAL RIDERS

Wellness Screening Benefit

This benefit will pay the amount shown in the Schedule of Benefits for any of the wellness screening tests listed. The benefit will be paid once per person during a calendar year regardless of the number of screening tests administered during that year.

Screening Tests

Abdominal aortic aneurysm ultrasonography

Baseline testing for Concussion

Blood test for lipids, including total cholesterol, LDL, HDL and triglycerides

Bone density screening

Bone marrow testing

Breast MRI

Breast ultrasound

CA 15-3 blood test for breast cancer

CA 125 blood test for ovarian cancer

Carotid Doppler

CEA blood test for colon cancer

Chest X-ray

Child sports physicals

Colonoscopy or virtual colonoscopy

CT angiography

Electrocardiogram

Fasting blood glucose test

Flexible sigmoidoscopies

Mammograms

Pap smears

Prostate-specific antigen (PSA) test

Serum cholesterol test to determine level of HDL and LDL

Stress test on a bicycle or treadmill

Testicular ultrasound

Thermography

Thin Prep Pap Test

Child Organized Sport Activity Benefit Rider

An additional 25%, up to \$5,000 for benefits is payable if the accident occurred while a dependent child is participating in an organized sport.

If there is any conflict between this information and the policy issued, the terms of the policy will prevail.

Proposal for Williamson County

Disclaimer

Proposal: B00041825 Date: 4/6/2020

Scheduled Benefit Accident insurance policies are for accident only insurance and do not provide coverage for sickness. Select Benefits insurance policies are not a replacement for a major medical policy or other comprehensive coverage and do not satisfy the minimum essential coverage requirements of the Affordable Care Act. They are designed to provide benefits at a preselected, fixed-dollar amount. Coverage may be subject to exclusions, limitations, reductions, and termination of benefit provisions. Select Benefits policies are insured by Symetra Life Insurance Company located at 777 108th Avenue NE, Suite 1200, Bellevue, WA 98004, and are not available in all U.S. states or any U.S. territory.

Coverage is provided under policy form number SBC-03510.



Savings on dental, vision and hearing care

Careington

As part of their benefits, your employees have access to savings passes offered through Careington that can help them save on dental, vision and hearing services for them and their covered dependents. They're easy to use and valid for 30 days, and there is no added cost to you.

For more information about these savings passes, contact Careington at (833) 330-7223.

Three discount passes are available:

Dental



- 20% to 50% savings on most dental procedures through one of the nation's largest national dental networks
- Eligible services include:
 - Cleanings
 - Routine checkups
 - Fillings
 - Crowns
 - Dentures
 - Root canals
 - Extractions

Vision



- Savings Pass is a discount vision program that offers savings on eye care and eyewear.
- Members receive exclusive extras and special offers in addition to access to discounts through trusted, privatepractice VSP doctors on eye and contact lens exams, glasses and sunglasses.

Hearing



- 30% to 60% discounts on hearing aids
- Over 5,000 network providers
- Latest in hearing aid and accessory technology
- 45-day, no-obligation trial period on purchased products
- Additional services such as routine hearing tests, batteries and extended warranties at no extra charge

This plan is not insurance. Not available in VT or WA.

How it works

- 1. Employees can sign up for an account at lovemypass.com/Symetra.
- 2. They can purchase any of the discount passes above. Each pass is \$20* and valid for 30 days. They're available to employees or any family members who sign up for your Select Benefits insurance. Each pass can only be used by one person, but they can purchase multiple passes for multiple people.
- Once they buy a pass, they'll receive an email with an electronic membership kit. They can find a Careington network provider in their area and show their membership card to receive immediate savings on the care they need.

*AR and MD residents may cancel within the first 30 days after effective date and receive a refund of the processing fee, less a nominal \$5 fee in MD.

SBM-6360 9/19



Symetra Life Insurance Company 777 108th Avenue NE, Suite 1200 Bellevue, WA 98004-5135

www.symetra.com

Symetra® is a registered service mark of Symetra Life Insurance Company.

Savings pass is a discount program offered through Careington. It is not insurance and is not intended to replace health insurance. This plan does not meet the minimum creditable coverage requirements under M.G.L. c.111M and 956 CMR 5.00. This plan is not a Qualified Health Plan under the Affordable Care Act. The range of discounts will vary depending on the type of provider and service. The plan does not pay providers directly. **Members must pay for all services to receive a discount from participating providers.** The list of participating providers is at lovemypass.com/Symetra. A written list of participating providers is available upon request. AR and MD residents may cancel within the first 30 days after effective date and receive a refund of the processing fee, less a nominal \$5 fee in MD. Discount Plan Organization and administrator: Careington International Corporation, 7400 Gaylord Parkway, Frisco, TX 75034; phone 1-800-441-0380.

This plan is not available in VT or WA.

Careington International Corporation is not affiliated with Symetra Life Insurance Company or its affiliates.



Symetra Life Insurance Company 777 108th Avenue NE, Suite 1200 | Bellevue, WA 98004-5135

Mailing Address: Select Benefit Administrators

PO Box 440 | Ashland, WI 54806 Overnight deliveries to: 118 3rd Street East | Ashland, WI 54806

Phone 1-800-497-3699 | Fax (715) 682-5919

MASTER APPLICATION For Group Insurance

Instructi	ions:	(2)	Complete and sign the a Attach the Plan Summar Retain a copy with your	y and send to Select Bene	efit Administrators (SBA	
Name of	Applic	ant_				
Address						
	Street					
	City				State	Zip
applies to	Syme	tra L	ife Insurance Company f	or the following group ins	surance:	
	Ir	nsura	ance	Requested Effective Dat	e	
		Fix	ed-Payment Indemnity			
		Ac	cident			
		Ou	tpatient Prescription Drug			
			tical Illness			
Any pers	stitute i	its ac Th o, w	cceptance and approval of is application supersedes ith intent to defraud or	all policy terms. any previous application.	ating a fraud against ar	n, after delivery of the policy(ies), n insurer, submits an application or
Signed at	City				State	On Date
For the A	pplicar	nt by	Signature			
			Name (printed)		Title	
Agent/Pro	oducer	Sign	ature	Poridont Lines	sed Agent/Producer where requ	ired by law
		oign	ature	Kesideni Licen	seu Ageni/Froducer where requ	iteu by idw
		Nam	e (printed)		Tax ID Number	



Select Benefit Administrators

Mailing Address: Select Benefit Administrators PO Box 440 | Ashland, WI 54806 Overnight deliveries to: 118 3rd Street East | Ashland, WI 54806 Phone 1-800-497-3699 | Fax (715) 682-5919

SOLD CASE ADMINISTRATIVE INFORMATION

Today's date		Requested	effective date		Proposal num	ber	
Plan summary/plan selected (I	nclude)			Group numb	per		
RAL GROUP INFORM	ATION						
Applicant (Legal name)						Tax ID nur	nber
Street address				City		State	Zip
Mailing address (if different)				City		State	Zip
Administrative contact name		Administra	tive contact phone (includ	le area code)	Administrative	contact ema	il address
Nature of business					SIC Code		
Associated companies					State(s)		
Number of full-time employees	Number of eligible	e employees	Eligibility waiting period First of the month	following:] 30 days	☐ 60 days ☐ 90
Eligible class(es)	Open enrollment	period annua	Illy in the month of			e effective	
	1st payroll deduc	ction begins o	1		for coverage	beginning_	
	Applicant's contr	ibution					
OYEE DISTRIBUTION	MATERIALS I	NFORMA	TION Turnaround tim	e: 10 business	days for printed	materials; 3 b	ousiness days for PD
Enrollment materials request			printed packets needed		Certificate req		
Yes No or	•	English	Spanisl	h	Printed	☐ Electror	nic*
Mailing address (if different fro	m Applicant's)			City		State	Zip
Email address to send electron	nic (PDF file)		Applican	t's contribution	per pay period	Employee'	s cost per pay period
*If requesting electronic ce	rtificates, email S	YMSBA@sv	metra.com for an Elec	ctronic Certifi	cate Use Agree	ement.	
IT INFORMATION							
Agency name			Agent na	me (Printed)			
				City		State	Zip
Address							
Address Phone number			Email			Writing nu	mber
			Email Date			Writing nu	

COMMENTS

Symetra[®] is a registered service mark of Symetra Life Insurance Company.

Select Benefit Administrators is an administrative division of Symetra Life Insurance Company, 777 108th Ave NE, Suite 1200, Bellevue, WA 98004-5135.



Symetra Life Insurance Company

777 108th Avenue NE, Suite 1200 | Bellevue, WA 98004-5135 Mailing Address: Benefits Division | PO Box 34690 | Seattle, WA 98124-1690 Phone 1-800-426-7784 | TTY/TDD 1-800-833-6388

ELECTRONIC CERTIFICATE USE AGREEMENT

Electronic Certificate Use Agreement
between
Symetra Life Insurance Company ("Symetra")
and
(Policyholder Name)
Policy No

IMPORTANT NOTICE REGARDING YOUR REQUEST TO RECEIVE ELECTRONIC CERTIFICATES:

- The Policyholder has the right to request paper copies of current certificates at any time.
- Symetra will continue to send electronic certificates until the contract terminates or the Policyholder cancels the request to receive electronic certificates.
- The Policyholder has the right to cancel the request to receive electronic certificates at any time.
- Electronic certificates will be sent to the Policyholder as email attachments. They will be in the form of PDF documents, so the Policyholder will need the ability to access and retain this type of document.

Symetra agrees to the Policyholder's request to provide certificates in electronic form. The Policyholder agrees to the following:

- The Policyholder will in no way modify the electronic certificate provided by Symetra.
- Symetra will send the Policyholder a new electronic certificate when contract amendments require
 the certificate to change. It is the Policyholder's responsibility to make the correct electronic
 certificate available to insureds. Symetra is not responsible if the Policyholder makes an incorrect
 electronic certificate available to insureds.
- It is the Policyholder's responsibility to inform all insureds when their certificates are modified due to contract amendments.
- It is the Policyholder's responsibility to request paper certificates from Symetra and provide them to insured individuals who request them. The Policyholder must also maintain records of the insured individuals who request paper certificates. Symetra will provide paper certificate updates upon request.

Electronic Certificate Use Agreement

between

Symetra Life Insurance Company ("Symetra")

and

	an	u		
	(Policyhold	er Name)		
	Policy No		_	
•	All claims will be paid based on the paper contract event a certificate and the contract do not agree,			
•	The Policyholder agrees that the electronic certificity by the Policyholder only to the insured individuals			ated
•	The Policyholder agrees to defend and hold Sym Policyholder's use of the electronic certificate.	etra harmless f	from any liability resulting from th	he
	his agreement must be signed, dated and return ne Policyholder to receive electronic certificates		a at its Home Office in order fo	or
Αα	greed: Margat Mein	1		
Ag	Margaret Melster President			
	Symetra Life Insurance Company			
Ag	greed:	(Title)	(Doto)	
	(Officer)	(Title)	(Date)	
	(1) Sign and return to Symetra.(2) Retain copy with your policy.			

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A convenient way to administer your group insurance plans



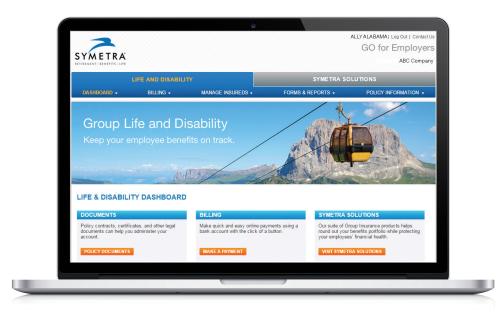
Group Life and Disability Insurance

Symetra Life Insurance Company First Symetra National Life Insurance Company of New York

Group Online (GO) is a convenient, user-friendly online administration tool that allows you to securely access and manage your benefits information.

By signing in to your GO account you can initiate claims, view claim details, make electronic payments, create customized reports and much more.

Your account is available 24 hours a day, 7 days a week.



Here's what you can do on GO:

- Use a single log-in to access information by company, division or affiliate
- · Access policy documents, forms and administrative guides
 - Review effective and renewal dates
 - Confirm policy coverages
 - Order bulk printing of certificates
 - Locate customer service information
 - Review "Evidence of Insurability" report to monitor status¹
- View list-billed and self-administered billing statements
 - Submit premium calculation statement for self-administered groups
 - Make electronic payments via ACH
- List-billed accounts can:
 - View enrollment reports
 - Enroll new hires, update coverage amounts and eligibility status
 - Change salary, benefit and employment status
- Check claim status
 - Initiate life, disability and leave of absence claims
 - View claim reports
 - Send documents securely to our claims team

continued >

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MyGO for employees

Now employees can submit and view disability and leave of absence claim details online. This mobile-friendly site is available 24 hours a day, 7 days a week.

Learn more at www.symetra.com/MyGO



Employees can log in to www.symetra.com/MyGO to:

- Initiate disability and leave of absence claims
- Send documents securely to our claims team
- Self-register to view claim status and payment details
- Find customer service contact information
- Download forms and other helpful claims process information

See how convenient it can be to administer your group life and disability income insurance policies online.

Talk to your group life and disability representative about getting access today.



www.symetra.com/ny

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Symetra Life Insurance Company, 777 108th Avenue NE, Suite 1200, Bellevue, WA 98004.

First Symetra National Life Insurance Company of New York, New York, NY. Mailing address: P.O. Box 34690, Seattle, WA 98124.

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¹ Available for all policies subject to evidence of insurability.

Symetra Value-Add Programs Brochure





Value-Add Programs for Group Life and Disability Income Insurance

Help when the unexpected happens

Symetra Life Insurance Company
First Symetra National Life Insurance Company of New York



LDM-6257 6/18

Support for life's changes

We can't predict where life is going to take us. An injury or illness could send an otherwise active person out on disability leave for an indefinite period of time. Or the loss of a loved one may leave a family struggling to cope with the emotional and financial stress of rebuilding their lives.

That's when employees truly appreciate the network of professional support offered with **Group Life and Disability Income Insurance** from Symetra Life Insurance Company and First Symetra National Life Insurance Company of New York. Our value-add programs complement the insurance benefits provided under each policy and strengthen our goal of getting people to a better place.

Employee Assistance Program (EAP) with Will Preparation

Finds the resources employees need to help with a variety of issues such as finding child or elder care, managing a serious illness or dealing with work/life issues.

Health Care Navigation

Encourages employees on a covered disability leave to become educated, engaged consumers in their health care.

> Travel Assistance

Provides support when employees are traveling 100 miles or more away from home.

Identity Theft Protection Program

Helps protect employees from ID theft while providing support in the event their identity is stolen.

Beneficiary Companion

Offers a helping hand for families after a loss.

Employee Assistance Program (EAP)



It's tough for employees to do their best at work when faced with challenges such as finding child or elder care, dealing with substance abuse or managing family relationships. That's where an EAP can help.

Program Highlights

Five confidential face-to-face sessions¹

Enrolled employees and their household family members are eligible for up to five confidential sessions with a counselor, financial planner or lawyer each calendar year.

- Consultations may be face-to-face or by phone
- Sessions are per household and may be divided between the three types of professionals
- Counselors provide an assessment of concerns and refer participants to appropriate resources and providers
- Financial and legal professionals assist with matters such as tax-filing questions, debt issues, guardianship and power of attorney
- An additional five sessions are available in the event of a covered disability claim

Will preparation

EAP also includes will preparation services via the "Featured Programs" section of www.guidanceresources.com. Employees can create a simple, legally binding will for just \$14.99; printing and mailing services are available for an additional fee. Prices may be subject to change—contact ComPsych® for additional information.

Who's Eligible?

DisabilityGuidanceSM (provided by ComPsych) is available to anyone covered by a Symetra Group Disability Income Insurance policy at no additional employer cost.

For more information on the full-service GuidanceResources® EAP option, which provides valuable tools for HR representatives and managers, contact your Symetra representative.

Accessing Services





Employees can call toll-free

1-888-327-9573. The website,

www.guidanceresources.com,

provides access to self-assessment
tools; tailored searches for child
and elder care, attorneys and

CPAs; and other helpful services.

Use SYMETRA in the Organization

Web ID field to log in.

¹ In California, counseling sessions are limited to three sessions in a six-month period.



Health Care Navigation

Employees generally find themselves on their own when it comes to dealing with their medical plan. They're eager to find resources that can reassure them they are making the best decisions—a partner who can help navigate their medical plan benefits.

Administrative Support

- Easy-to-understand explanation of benefits—help identifying what's covered and what's not
- Step-by-step guidance on medical claims and billing issues
- Cost estimation for covered and/or non-covered treatment options
- Fee and payment plan negotiation
- Referral to financial resources for the underinsured and uninsured
- Explanation of the appeals process

Clinical Support

- One-on-one reviews of employee health concerns
- Straightforward, easy-to-understand answers regarding specific diagnosis and treatment options
- Support and preparation for upcoming doctors' visits, lab work, tests and surgeries
- Coordination with appropriate health care plan provider(s)
- Referral to community resources and applicable support groups

Administrative and clinical specialists may also refer employees to DisabilityGuidanceSM EAP services and other work/life resources.

Who's Eligible?

HealthChampionSM (provided by ComPsych) is available for employees on a covered short- or long-term disability leave.

For more information on buy-up programs, including options that offer HealthChampion to all employees regardless of disability claim status, contact your Symetra representative.

Accessing Services



Claimants can call **1-866-263-4365** to access the health care navigation program 24 hours a day, seven days a week.



Assistance While Traveling

The Travel Assistance Program is available 24 hours a day to help protect employees, their spouses and dependent children from the unpredictable, whenever they travel 100 miles or more from home for less than 90 consecutive days.

Key Services

- Help finding physicians, dentists and medical facilities
- Medical monitoring to determine if care is appropriate
- Transportation to a hospital/treatment facility or return home for treatment¹
- Arrangement for a dependent's or traveling companion's return home, when necessary
- Replacement of medication and eyeglasses²
- Emergency message relay to and from friends, relatives and business associates
- Emergency cash
- Assistance locating lost or stolen items
- Legal assistance/bail
- Interpretation/translation services

Additionally, participants can call anytime and from anywhere to get pre-trip information or ask questions.

Who's Eligible?

Travel Assistance (provided by Europ Assistance) is available to individuals covered by Symetra Group Life and/or Disability Income Insurance policies.

For more information and plan design requirements, contact your Symetra representative.

Accessing Services



Employees just pick up the phone—24 hours a day, seven days a week—and call

1-877-823-5807 from North America or **(240) 330-1422** from anywhere else in the world.

¹The medical team or one of our doctors will make the determination that transport is needed.

² Provided service and ancillary expenses are the member's responsibility.

Identity Theft Protection Program



Identity theft is a rising concern. The Identity Protection Program provides employees with information to protect themselves and step-by-step coaching to help identify and resolve identity theft.¹

Key Services

- Lost wallet assistance²
- Credit information review³
- 3-bureau fraud alert placement assistance
- ID theft affidavit assistance
- Translation services while traveling
- Emergency cash advance while traveling (a repayment guarantee is needed)

A comprehensive Identity Theft Resolution Kit will provide employees with information and includes documentation and details about how to tackle the problem if their identity has been compromised.

Who's Eligible?

Identity Theft Protection (provided by Generali Global Assistance) is available to individuals covered by Symetra Group Life and/or Disability Income Insurance policies.

For more information and plan design requirements, contact your Symetra representative.

Accessing Services



Employees can call anytime, from anywhere—24 hours a day, seven days a week. The number for North America is **1-877-823-5807** and those traveling anywhere else in the world can call **(240) 330-1422**.

¹ Identity thefts discovered prior to enrollment in Symetra Group Insurance are not eligible for services.

² Generali Global Assistance will assist you with canceling lost credit cards and provide information to help you replace lost items such as your driver's license and Social Security card.

³ Member must provide a copy of their credit report, which can be obtained free of charge at www.annualcreditreport.com (once every 12 months).

A Helping Hand for Beneficiaries



The Beneficiary Companion Program is there to help with paperwork and other timeconsuming details, providing relief from the confusion and frustration of managing a loved one's final affairs.

Key Services

- Guidance on how to obtain death certificate copies for final notifications
- Dedicated Beneficiary Assistance Coordinators to manage notifications and close loved one's accounts, including:

Social Security Administration

Credit reporting agencies

Credit card companies/financial institutions

Third-party vendors

Government agencies

 Assistance protecting the loved one's identity and full resolution services if the deceased's identity is stolen

Who's Eligible?

Beneficiary Companion (provided by Generali Global Assistance) is available to individuals covered by Symetra Group Life and/or Disability Income Insurance policies.

For more information and plan design requirements, contact your Symetra representative.

Accessing Services



Beneficiaries can call the Symetra-dedicated toll-free number at **1-877-823-5807** for 24/7 support.

About Symetra

Symetra is a financially strong, well-capitalized company on the rise, as symbolized by our brand icon—the swift. Swifts are quick, hardworking and nimble—everything we aspire to be when serving our customers. We've been in business for more than half a century, operating on a foundation of financial stability, integrity and transparency. Our commitment is to create employee benefits products that people need and understand.

To learn more about us, visit www.symetra.com or www.symetra.com/ny, or contact your representative.

Symetra Life Insurance Company is a direct subsidiary of Symetra Financial Corporation. First Symetra National Life Insurance Company of New York is a direct subsidiary of Symetra Life Insurance Company and is an indirect subsidiary of Symetra Financial Corporation (collectively, "Symetra"). Neither Symetra Financial Corporation nor Symetra Life Insurance Company solicits business in the state of New York and they are not authorized to do so. Each company is responsible for its own financial obligations.

Group insurance policies are insured by Symetra Life Insurance Company, 777 108th Ave NE, Suite 1200, Bellevue, WA 98004 and are not available in any U.S. territory.

In New York, group insurance policies are insured by First Symetra National Life Insurance Company of New York, New York, NY. Mailing address: P.O. Box 34690, Seattle, WA 98124. Value-add programs are not available with New York group term life insurance coverage.

Coverage may be subject to exclusions, limitations, reductions and termination of benefit provisions.

EAP, Will Preparation and Health Care Navigation are offered by ComPsych®. ComPsych®, GuidanceResources® and EstateGuidance® are registered trademarks of ComPsych Corporation. Value-add programs are offered through Symetra Financial Corporation subsidiaries. Value-add programs may not be available in all states. Travel Assistance is provided by Europ Assistance and Identity Theft Protection and Beneficiary Companion programs are provided by Generali Global Assistance through Symetra Financial Corporation subsidiaries. Benefits may not be available in all states. ComPsych Corporation, Europ Assistance and Generali Global Assistance are not affiliated with any of the subsidiaries under Symetra Financial Corporation.



www.symetra.com/ny

Symetra[®] is a registered service mark of Symetra Life Insurance Company.









www.symetra.com

Symetra Life Insurance Company 777 108th Avenue NE, Suite 1200 Bellevue, WA 98004

Symetra® is a registered service mark of Symetra Life Insurance Company

LIFE/ADD RFP WORKBOOK

INSTRUCTIONS:

Question

with no EOI?

notifications.

the GI with no EOI?

voluntary life coverage?

Complete the Questionnaire by summarizing answers in a short format, not to exceed the allotted space within the cell(s) provided. You may add extra rows, but do not add extra columns.

for life insurance to allow employees to enroll up to the GI

voluntary life to elect coverage during open enrollment up to

8 Would you allow individuals who have not enrolled for

9 Can previously denied individuals reapply for basic and

10 Describe your process for notifying HR with updates on the

EOI process, claim payment process and claim processing

1	Will the client have a dedicated account manager?	Yes, the client will continue to have Rachel
		Stetzer as their dedicated account manager.
2	Please indicate if you have read the current SPD and can	N/A as Symetra is the current carrier.
	administer the contract with the benefits currently offered. If	
	not, note on the Deviations and variations tab.	
3	Will you be willing to waive the Actively-at-Work provision for	N/A - Symetra is the current carrier.
	employees not at work due to disability on the effective date?	
4	Will you allow for a 1x Salary adjustment annually?	No, we will not allow for a 1x Salary
		adjustment annually.
5	What value adds are included with the Life/AD&D plans?	Symetra will continue to include Travel Assist,
		ID Theft Resolution, and Beneficiary
		Companion value-added programs with
		Life/AD&D plans.
6	Is owned and/or leased aircraft an exclusion within your	Yes, owned and/or leased aircraft is an
	AD&D policy?	exclusion within our AD&D policy.
7	Will you agree to provide a true open enrollment opportunity	No, we will not agree to provide a true open

FOI.

EOI.

Symetra Life Insurance Company

Response

enrollment opportunity for life insurance to

allow employees to enroll up to the GI with no

No, we will not allow individuals who have not

enrolled for voluntary life to elect coverage

during open enrollment up to the GI with no

Yes, previously denied individuals can reapply

1

No change - Symetra is the current carrier.

for basic and voluntary life coverage.

LIFE/ADD RFP WORKBOOK

#	Question	Response
11	Are you willing to grandfather all currently enrolled individuals	N/A - Symetra is the current carrier.
	are the current coverage amounts?	
12	Can you provide the renewal information at least 120 days out	Yes, we can provide the renewal information
	from the policy year anniversary?	at least 120 days out from the policy year
		anniversary.
13	Will your company provide the forms to the employees upon	Portability and Conversion services are
	termination for Portability and Conversion? If not, how do	available for an additional fee. More
	you assign responsibility for this requirement?	information is needed to provide a fee.
14	Please confirm that your voluntary life rates do not straddle	Not confirmed. Current rates do straddle Table
	the IRC Table I rates so that income does not need to be	I rates. The inforce rates can be adjusted to
	imputed.	not staddle Table I if the policyholder agrees
		to the rate changes.
15	Can you create Benefit Summaries for Basic and Voluntary	N/A - Symetra is the current carrier.
	coverages to help communicate the benefit to employees?	

LONG TERM DISABILITY QUESTIONN

LTD Carriers are required to respond to all requests for informatic life as needed. This questionnaire will be scored; therefore, it is no on your current proven capabilities. Should there be instances w

	Implementation Process
1	Who will be assisting in the implementation process?
2	Will the account manager be available for open enrollment
	meetings?
	Financial Review
3	Please describe any services (vocational, medical, telephone
	calls, SSDI assistance, special reports) that have not been
	included in your basic rate structure and could be provided at
	an additional cost. Please specify the cost associated with each
	sarvica
4	Please provide your partial disability earnings test methodology.
	Claim Submission and Payment Process
5	Can you receive claim notification telephonically?
6	Can you utilize any other method for claim intake (i.e., on-line?)
7	If so, please describe.

8	What are the claim notification and filing requirements?
9	Do you have electronic notification and claims inquiry follow up capabilities for the claimant and/or the employer?
10	How do you obtain on-going objective medical information to substantiate continued disability?
11	Describe your method of distributing payments to claimants, including timing.
12	What additional involvement will be required of the employer
	and how frequently? Rehabilitation Programs
	3



13	Briefly describe your vocational rehabilitation program.
14	What is your work site modification benefit? Please describe the assistance that is provided.
15	If there are additional charges accompanying rehabilitation
	services, do you assume any of the cost of such modification?
16	Do you provide aptitude testing, job search assistance, or
	resume preparation?
	Customer Service and Reports
17	Is W-2 preparation included in your service model?
18	Is FICA match included?
19	If not, what is the additional cost for a FICA match benefit?
20	How frequently are claim reports produced?
21	Are your standard reports available online?
22	Do you have any online capabilities to allow the employer to
	monitor claim and return-to-work status?
23	If yes, is there any additional cost?
0.4	Benefits
24	What are your benefit offsets?
25	What formula is used to determine the offset with "Return to
26	Work" earnings? How does Recurrent Disability work on your plan?
20	Thow does recurrent bisability work on your plans
27	Is Waiver of Premium included? If so, how does integration work with the same life carrier or with a different life carrier?
28	Please describe your Occupation Earnings Test for "Own" Occupation and "Any" Occupation period.



IAIRE

on contained in this questionnaire. Please use this for both Employer funded and Voluntary ecessary that you provide concise answers. Your responses to the questions should be based where certain questions are not applicable to your organization or its operations, please so indicate.

N/A - Symetra is the current carrier. Symetra is not offering an open enrollment at this time. The current account manager, Rachel Stetzer, will be available for such meetings if they occur. N/A - Symetra is the current carrier. Own Occ period: ...the income you are able to earn is less than or equal to 80% of your predisability earnings. Any Occ period: ...the income you are able to earn is less than or equal to 60% of your predisability earnings Yes Yes

Claims can be initiated via our GO (for employers) and MyGO (for employees) online portals.

Step 1: Collect the following information:

- Contact information and Social Security number.
- Member's job title, date of hire, and group policy number (if known).
- Condition whether out of work due to illness, injury or pregnancy.
- Attending physician's name, telephone and fax numbers.

Step 2: Initiate the claim:

- Call our Customer Service Call Center to speak with a Customer Service Representative who will:
- Establish the claim within our system
- Advise of the necessary documents to process the claim
- Mail the claim forms within the same business day

OR

- Log in to the Group Online (GO) portal www.symetra.com/myGO and follow these steps:
- Click on "Start My Claim"
- Select claim type from the drop-down list
- Enter all required information
- Add any notes or comments
- Click on "Submit Form"

Step 3: Submit the completed forms (if not submitted online)

• By mail to:

Symetra Life Insurance Company

Claims Department

PO Box 1230

Enfield, CT 06083-1230

OR

• Log in to the Group Online (GO) portal www.symetra.com/GO and follow the instructions to use Yes

The case manager will call the physician for any missing information and to clarify and confirm the given information. If needed, he/she may also consult with our on-site clinical staff and/or our RTW vendor.

Benefit payments for LTD claims are made monthly and are payable on the anniversary of the individual claim's effective date. For example, if the claim was approved effective February 6th, payments due would be made on or about the 6th of subsequent months for which the claimant was eligible. Although many of these payments are made by check, the claimant can request electronic funds transfer (EFT). Upon receipt of the EFT request form, Symetra sets up the payment process and tests it with the designated bank. Payments via EFT normally begin within a couple of weeks following receipt of the EFT request form.

The frequency of employer involvement will depend upon the volume and complexity of claims. The employer is notified at change of status for all disabled employees.



Prepared: 6/8/2020 Worksheet: LTD Questionnaire

Symetra's clinical and vocational team, comprised of 11 registered nurses and vocational rehabilitation counselors, is co-located with our claims service teams and call center in our Enfield, CT office and are available on an as-needed basis to Case Managers.

Our in-house consultants provide support through consultation, education and return-to-work planning with the goal of identifying an employee's physical and emotional potential.

Work site modification benefit is not allowed in the state of Texas

No

Yes, if it is determined that no return-to-work at the usual occupation is anticipated, one of our RTW vendors will provide various services that provide one-on-one coaching and job opening identification in the greater workforce.

Yes

Yes

N/A

One of Symetra's key differentiators is the magnitude and scope of claim reports available through our secure online administration portal, GO (Group Online). Conveniently available 24 hours a day, 7 days a week, GO dynamic reporting features up-to-date claim information (updated hourly), and an array of filters and sort options that enable you to generate reports to suit your needs. Once created, reports can then be exported to Excel, Word, pdf, and other file

Yes

Yes

No

Please refer to pages 31-34 of your current policy

Please refer to page 28 of your current policy

If you return to work and are no longer disabled, and the same sickness or injury causes your disability to occur again within six months of the date the prior disability ended, we will resume our monthly payments to you if you were continuously insured under the plan for the period of your temporary recovery. You will not need to complete a new elimination period for this

Yes

Own Occ period: ...the income you are able to earn is less than or equal to 80% of your predisability earnings.

Any Occ period: ...the income you are able to earn is less than or equal to 60% of your predisability earnings



Holmes Murphy Associates, Inc. -- CONFIDENTIAL







SHORT TERM DISABILITY QUESTIONNAIRE

The following questionnaire must be completed.

Short Term Disability (STD) carriers are required to respond to all therefore, it is necessary that you provide concise answers. You there be instances where certain questions are not applicable to y Client's employee benefit plans, your responses to the questionn return the ind

Answers should be summarized in short format and not exceed work within the allotted space. Additional information in carrie information.

	Organizational Strength					
1	How many clients do you currently have in force for STD					
	on a national level?					
2	How many clients do you currently have in force for STD					
-	in the state of Texas?					
3	How many clients do you currently have in force for STD					
	that are public entities?					
Imp	ementation Process					
4	What initial information is required from the employer for					
4						
5	implementation?					
)	Will the account manager be available for open					
	enrollment meetings?					
6	What is the standard turnaround time for new group					
	processing? New enrollees?					
	ncial Review					
7	Does your company offer self-bill, electronic billing, or					
	both?					
8	Describe your initial and renewal rating methodology for					
	a group of this size. Be sure to address the impact of a					
	deficit at the time of renewal.					
Clair	m Submission and Payment Process					
9	Discuss your ability to receive claim notification					
	telephonically.					
10	Can you utilize any other method for claim intake? List					
	the method(s). (i.e. paper, electronic, telephonic)					

11	What are the claim notification and filing requirements?
12	Do you have electronic notification and claims inquiry
	follow up capabilities for the claimant and/or the
13	employer? How do you obtain on-going objective medical
	information to substantiate continued disability?
14	Describe your method of distributing payments to
	claimants, including timing.



15	What additional involvement will be required of the employer and how frequently?							
Acco	ount & Case Management							
	Will the Client have a dedicated Account Manager?							
17	If so, where are they located and what are their standard hours?							
Disa	bility Claim Management							
18	Outline the process in place to assure timely, effective claim determinations.							
19	What are the qualifications of the claims examiners?							
20	How do you communicate clinical status to the Client for employees on disability? How often? In what format?							
21	Briefly explain your maternity claims process.							



22	Outline your typical appeal process.
23	How does your contract language support early RTW?
24	Discuss the extent of automation and integration in your claims administration system(s) and disability management process system(s).
Repo	orting Capabilities
25	Please include a copy of your standard reports.
26	How frequently are claim reports produced?
27	Include a sample of each of your standard reports and identify the timing of the reports.
28	Are your standard reports available online?
29	Do you have any online capabilities to allow the employer to monitor claim and return-to-work status?



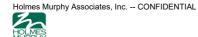
30 Is there an additional fee for such online services?



requests for information contained in this questionnaire. This questionnaire will be scored; r responses to the questions should be based on your current proven capabilities. Should our organization or its operations, please so indicate. If you are selected to administer the aire will be considered part of your contractual responsibilities. You are also requested to icated exhibits as part of your proposal.

d the allotted space within the cell(s) provided. DO NOT add extra rows/columns-er format may be submitted if a carrier would like to include more detailed

Symetra Life Insurance Company				
470 clients				
22 clients in TX				
44 public entity clients				
N/A - Symetra is the current carrier.				
Symetra is not offering an open enrollment at this time. The current account manager,				
Rachel Stetzer, will be available for such meetings if they occur.				
N/A - Symetra is the current carrier.				
The County will continue to be self-administered billing.				
Symetra utilizes a combination of manual rates and the group's experience data for Life				
and LTD. Symetra utilizes only the group's experience data for STD.				
Claim notification can be received telephonically.				
Claim notification can be received telephonically.				
Claims can be initiated via paper, electronic, or telephonically.				



Step 1: Collect the following information:

- Contact information and Social Security number.
- Member's job title, date of hire, and group policy number (if known).
- Condition whether out of work due to illness, injury or pregnancy.
- Attending physician's name, telephone and fax numbers.

Step 2: Initiate the claim:

- Call our Customer Service Call Center to speak with a Customer Service Representative who will:
- Establish the claim within our system
- Advise of the necessary documents to process the claim
- Mail the claim forms within the same business day OR
- Log in to the Group Online (GO) portal www.symetra.com/myGO and follow these steps:
- Click on "Start My Claim"
- Select claim type from the drop-down list
- Enter all required information
- Add any notes or comments
- Click on "Submit Form"

Step 3: Submit the completed forms (if not submitted online)

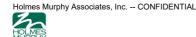
• By mail to:

Symetra Life Insurance Company

Yes

The case manager will call the physician for any missing information and to clarify and confirm the given information. If needed, he/she may also consult with our on-site clinical staff and/or our RTW vendor.

Benefit payments for STD are made weekly. For select claim situations, we may issue a lump sum payment representing the full anticipated duration of the claim. An example of this is the payment following the birth of a baby. Although most of these payments are made by check, the claimant can request electronic funds transfer (EFT). Upon receipt of the EFT request form, Symetra sets up the payment process and tests it with the designated bank. Payments via EFT normally begin within a couple of weeks following receipt of the EFT request form. Generally speaking, this is a viable option for STD claim payments of a longer duration.



Prepared: 6/8/2020 Worksheet: STD Questionnaire

The frequency of employer involvement will depend upon the volume and complexity of claims. The employer is notified at change of status for all disabled employees.

Yes, the client will continue to have Rachel Stetzer as their dedicated account manager.

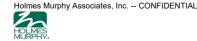
Rachel works out of our Richardson, TX office.

Upon receipt of the necessary claim information, the Specialist will contact the claimant to begin the adjudication process. The Specialist will assist in obtaining any missing information, if requested by the claimant. The Specialist will then review the claim and corresponding medical information and make a determination as to a need for any additional clinical review, for final adjudication. All claim determinations are reviewed by the LTD Unit Manager to confirm approval or denial.

We currently have 35 Case Managers for STD/FMLA in our Enfield, CT claims office with varying levels of experience.

Communication format and timing will not change - Symetra is the current carrier.

Maternity claims are handle like all other short term disability claims, with the exception of having the option of being paid out in a lump sum payment versus weekly payments.



Prepared: 6/8/2020 Worksheet: STD Questionnaire Claim denials are sent via a detailed decision letter which includes information about the claim review process and appeal instructions. Once an appeal is received in writing from an employee, it is assigned to a claim reviewer or appeals specialist who was not involved with the initial determination.

The appeal review will determine if our decision was based on a careful and fair evaluation of all pertinent information at the time of the claim decision. Policy provision(s) will be reviewed, claim handling procedures will be compared against our published guidelines, and we will assess whether the letter of denial or termination explained our determination as required. Any additional information provided by your employee at the time of appeal will also be considered.

If a clinical review is needed, it will be conducted by a clinician not involved in the original determination.

An appeal determination to either uphold the original decision or to overturn the decision and issue benefit payments will be communicated to the employee in writing in no more than 45 days, as required by ERISA law. Our QA team is responsible for appeals and maintains detailed records of all appeals.

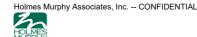
Refer to current Symetra contract.

We have state-of-the-art technology with a common platform for all leave and disability claims. In addition, we offer portal access for initiating a claim electronically, for accessing claim management reports, and for checking the status of a claim.

N/A - Symetra is the current carrier.

One of Symetra's key differentiators is the magnitude and scope of claim reports available through our secure online administration portal, GO (Group Online). Conveniently available 24 hours a day, 7 days a week, GO dynamic reporting features up-to-date claim information (updated hourly), and an array of filters and sort options that enable you to generate reports to suit your needs. Once created, reports can then be exported to Excel, Word, pdf, and other file formats.

N/A - Symetra is the current carrier.	
Yes	
Yes	



No



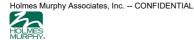
VOLUNTARY PRODUCTS QUESTIONNAIRE

The following questionnaire must be completed.

Voluntary Products carriers are required to respond to all requests for information contained in this questionnaire. All responses must be provided on a flash drive in Excel format. This questionnaire will be scored; therefore, it is necessary that you provide concise answers. Your responses to the questions should be based on your current proven capabilities. Should there be instances where certain questions are not applicable to your organization or its operations, please so indicate. If you are selected to administer the Client's employee benefit plans, your responses to the questionnaire will be considered part of your contractual responsibilities. You are also requested to return the indicated

Answers should be summarized in short format and not exceed the allotted space within the cell(s) provided. DO NOT add extra rows/columns--work within the allotted space. Additional information in carrier format may be submitted along if a carrier would like to include more detailed information.

Administration						
1	What is the standard turnaround time for processing new					
	enrollees?					
2	What is the standard turnaround time for new group					
	processing?					
3	Do you provide audits of dependents? Is this done by a 3rd					
	party?					
4	Please confirm you are able to work with Winston Benefits.					
	Please identify the other Benefits Admin Systems that you work					
	with.					
5	Will your company include Section 125 administration when					
	bundled with Voluntary Products?					
6	If yes, Will the Section 125 Plan online allow access to accounts					
	for the employees?					
	Account Management					
7	Give the name and title of the person(s) with whom overall					
	responsibility for planning, supervising, and performing the day-					
	to-day administrative services for the Client will be.					
8	Will the Client have a dedicated Account Manager?					
9	If so, where are they located and what are their standard hours?					
10	10 Will they have a back-up contact?					
Communications and Enrollment						



11	What are your E-Services Capabilities?			
12	Do you offer pre-printed materials?			
13	Do you offer benefit booklets?			
14	What are your enrollment options?			
15	Do you guarantee re-enrollments for the length of the contract?			
16	Will you attend health fairs and annual enrollment on an annual basis?			
	Billing			
17	Do you require a list bill or self bill? Can you bill at the Employee Selection level/Age vs. Spouse level?			
18	Is electronic billing available?			
	Web Tools			
19	Do you offer access to <u>employers</u> on product information, etc.?			
20	Do you offer access to <u>employees</u> on product information, etc.			

Response				
1-2 business days.				
10 business days.				
Yes				
Confirmed. We would be happy to identify some benefit				
admin systems we currently work with upon identification of finalist status.				
No				
Please Select				
Liz Lustig, Symetra Select Benefits Manager				
Yes				
Our in-house plan administrator, Symetra Select Benefits is				
located in Ashland, WI. Office hours are 6:30am to 5:00pm (CST).				
Yes				

Symetra Life Insurance Company



Symetra offers clients access to their secure online website portal. Each client will be granted the opportunity to access to the portal to exchange employee eligibility information. Updates in the form of additions or deletes may be executed at the portal. All changes will be recorded and tracked for billing purposes the next business day. Clients will be issued website access and password to assist the resource reporting that needs to occur on a daily, weekly, bi-weekly or monthly basis. Yes No Paper, secure e-mail, fax, Employer Web Portal. Yes Yes Our standard is a list bill process, however self-billing is also available. Yes Yes Yes















Commissioners Court - Regular Session

Meeting Date: 06/16/2020

County Attorney May 2020 Monthly Report

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

Attorney

13.

Department: County Attorney

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action to approve the County Attorney May 2020 Monthly Report in compliance with Code of Criminal Procedure 103.005.

Background

Fiscal Impact

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

Attachments

May report

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 06/11/2020 11:08 AM

Form Started By: Stephanie Lloyd Started On: 06/11/2020 10:49 AM

Final Approval Date: 06/11/2020

IN COMPLIANCE WITH ARTICLE 103 CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS COUNTY OF WILLIAMSON

Dec Hobbs

Before me, the undersigned authority, on this day personally appeared Dee Hobbs, County Attorney, Williamson County, who, on his oath, stated that the attached report of money collected is a true and correct report for the month of May, 2020.

JOSIE MAE SEDWICK My Notary ID # 128986249 Expires May 11, 2024

DEE HOBBS

COUNTY ATTORNEY

On this 11th day of June, 2020, to certify which witness my hand and seal of office.

NOTARY PUBLIC

In and for the State of Texas

GL Revenue Object	GL Revenue Fund	Receipt Source	Receipt Date	Receipt Number	Receipt Comment	Receipt Amount
207015	0100	CO ATTY	06-May-2020	28783	2019-3641	\$ 569.00
			12-May-2020	28800	2019-1676	\$ 535.86
			19-May-2020	28828	2019-5708 2020-0659	\$ 120.00
		CO ATTY 1	05-May-2020	28778	2019-4645,2019-5568	\$ 120.00
207015 Total						\$ 1,344.86
341300	0406	CO ATTY HC FEES	06-May-2020	28783	APRIL 2020	\$ 260.00
341300 Total						\$ 260.00
351000	0364	CO ATTY INTERVENTION	05-May-2020	28778	2019-3710,2019-5078,2019-2898,2019-4645,2019-5568,2019-3656	\$ 2,580.00
		CO ATTY INTERVENTION 1	12-May-2020	28800	2019-4431 2019-5539	\$ 860.00
			19-May-2020	28828	2019-0016 2019-4501 2019-5013 2020-0158	\$ 1,720.00
		CO ATTY INTERVENTION 2	12-May-2020	28800	2019-2890 2019-3691 2019-3826	\$ 1,360.00
			19-May-2020	28828	2019-2311 2019-3900 2019-4873 2019-5708 2019-5816 2020- 0037	\$ 2,860.00
		CO ATTY INTERVENTION 3	19-May-2020	28828	2019-4047 2019-6247	\$ 860.00
351000 Total						\$ 10,240.00
352200	0100	CO ATTY 1	13-May-2020	28814	19-2612-CC1	\$ 800.00
					19-2613-CC1	\$ 150.00
					19-2614-CC1	\$ 1,600.00
					19-2615-CC1	\$ 800.00
		CO ATTY 2	13-May-2020	28814	19-2443-CC2	\$ 100.00
					19-2567-CC3	\$ 250.00
					19-2568-CC3	\$ 800.00
352200 Total						\$ 4,500.00
365100	0100	CO ATTY 2	05-May-2020	28778	2018-5451	\$ 300.00
365100 Total						\$ 300.00
Grand Total						\$ 16,644.86

May 2020 Criminal Restitution

4/29/2020	Vicki Jackson	60.00	19-05559-1	4/30/2020
4/29/2020	Miles Kahlden	60.00	19-04692-1	4/30/2020
		120.00		
5/4/2020	Salvador Aviles	569.00	19-04249-3	5/5/2020
		569.00		
5/7/2020	Mohammed Mahmood	535.86	2019-1676	5/8/2020
		535.86		
5/13/2020	Hunter Layton	60.00	19-05694-2	5/14/2020
5/13/2020	5/13/2020 Sisi Loudon		20-00926-3	5/14/2020
		120.00		

Check Stub Detail

County Attorney

Pay To H.E.B. CHECK SERVICES

Date **05/04/2020**

Printed 05/04/2020

Number **53178**

Total 1,571.89

Check ID #	Defendant Name	Check Date	Check #	Case Data	Check Amt	Amount
17-00345	SNYDER, KATHLEEN	5/7/2017	100		145.93	175.93
	Restitution					145.93
	Merchant Fee					30.00
						55.55
18-00156	Pratt, Gaylen	4/19/2018	1016		200.00	5.00
	Restitution					F 00
	Restitution					5.00
18-00157	Pratt, Gaylen	4/20/2018	1017		200.00	15.00
	Merchant Fee					15.00
19-00175	Clark, Sarah	2/2/2019	311		677.55	232.55
	Restitution					232.55
19-00252	Floyd, Erica	5/12/2019	168		31.82	61.82
	Restitution					31.82
	Merchant Fee					30.00
19-00292	Grant, Rose M	6/24/2019	151		202.64	30.00
	Restitution					6.30
	Merchant Fee					23.70
19-00376	Schiller, Stacy	8/29/2019	1356		175.00	50.00
	Restitution					50.00
20-00007	Estabrook, Renee	10/21/2019	0093		200.00	110.00
	Restitution					110.00
20-00017	RODRIGUEZ, LAURIEANN	11/8/2019	1287		200.00	80.00
	Restitution					80.00
20-00018	RODRIGUEZ, LAURIEANN	11/10/2019	1288		200.00	190.00
000.0	NODINIOULZ, LINONIEZ NAT	11,10,2010	.200		200.00	.55.56

Check Stub Detail

County Attorney	,				
	Restitution				160.00
	Merchant Fee				30.00
20-00038	Brown, Megan B	11/27/2019	382	201.50	231.50
	Restitution				201.50
	Merchant Fee				30.00
20-00046	Cortez, Steven M	12/27/2019	2141	132.00	99.00
	Restitution				99.00
20-00060	Crook, Jessica	1/7/2020	1437	29.09	59.09
	Restitution				29.09
	Merchant Fee				30.00
20-00064	Washington, Shonda	1/19/2020	100	202.00	232.00
	Restitution				202.00
	Merchant Fee				30.00

Check Stub Detail

County Attorney

Pay To Williamson County Treasurer - HC

Date 05/04/2020

Printed 05/04/2020

Number 53179

Total **260.00**

Check ID #	Defendant Name	Check Date	Check #	Case Data	Check Amt	Amount
17-00345	SNYDER, KATHLEEN	5/7/2017	100		145.93	30.00
	Check Fee					30.00
18-00157	Pratt, Gaylen	4/20/2018	1017		200.00	30.00
	Check Fee					30.00
19-00252	Floyd, Erica	5/12/2019	168		31.82	15.00
	Check Fee					15.00
19-00266	Suarez, Gabriel	6/12/2019	1941		200.41	30.00
	Check Fee					30.00
20-00018	RODRIGUEZ, LAURIEANN	11/10/2019	1288		200.00	30.00
	Check Fee					30.00
20-00038	Brown, Megan B	11/27/2019	382		201.50	30.00
	Check Fee					30.00
20-00059	McClelland, Pam	1/23/2019	1012		1,066.05	50.00
	Check Fee					50.00
20-00060	Crook, Jessica	1/7/2020	1437		29.09	15.00
	Check Fee					15.00
20-00064	Washington, Shonda	1/19/2020	100		202.00	30.00
	Check Fee					30.00

May 2020 PTI

		,		
4/28/2020	Zachary Tidmore	360.00	20-00569-1/2019-3710	5/1/2020
4/29/2020	Silverstre Munoz	500.00	19-03571-2/2019-2898	5/1/2020
4/29/2020	Miles Kahlden	360.00	19-04692-1/2019-4645	5/1/2020
4/29/2020	Vicki Jackson	500.00	19-05559-1/2019-5568	5/1/2020
4/30/2020	Natalie Pierson	360.00	19-04043-1/2019-3656	5/1/2020
5/1/2020	Bonnie Payton	500.00	19-04898-1/2019-5078	5/1/2020
		2,580.00		
5/4/2020	Tyler Banks	360.00	2019-4431	5/6/2020
5/5/2020	Jessica Borth	500.00	2019-5539	5/6/2020
		860.00		
5/6/2020	Joseph Gallegos	500.00	19-03061-2/2019-2890	5/8/2020
5/6/2020	Alex Castellano	360.00	19-03636-1/2019-3826	5/8/2020
5/6/2020	Richard Biedler	\$500.00	19-03839-2/2019-3691	5/8/2020
		1,360.00		
5/11/2020	Bradley Kaufman	500.00	19-04414-3/2019-4501	5/13/2020
5/11/2020	Jessica Castro	360.00	19-00369-1/2019-0016	5/13/2020
5/12/2020	Casey Tipton	500.00	20-00454-1/2020-0158	5/13/2020
5/12/2020	Anthony Aguilar	360.00	19-05277-1/2019-5013	5/13/2020
		1,720.00		
5/13/2020	Adam Overton	500.00	19-02710-3/2019-2311	5/15/2020
			10.05/04.2/2010.5700	
			19-05694-2/2019-5708	
5/13/2020	Hunter Layton	500.00		5/15/2020
5/13/2020	Sandra Davenport	500.00	19-185748/2019-5816	5/15/2020
5/13/2020	Nissa Girouard	500.00	19-05107-1/2019-4873	5/15/2020
			19-04770-1/19-04772-	
5/14/2020	Alexia Beal	360.00	1/2019-3900	5/15/2020
5/14/2020	Traci Jackson	500.00	20-00130-3/2020-0037	5/15/2020
		2,860.00		
5/15/2020	Dina Romo	500.00	2019-4047	5/18/2020
5/16/2020	Nicole Osibodu	360.00	2019-6247	5/18/2020
		860.00		

May 2020 Court Appointed Attorney

	Christopher			
4/28/2020	Jones	300.00	2018-5451	5/1/2020

Commissioners Court - Regular Session

Meeting Date: 06/16/2020

Justice of the Peace 4 April 2020 Monthly Report **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, April 2020 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
110111/10	Addt No.	Bescription	Amount

Attachments

JP4 EOM APR 2020

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 06/04/2020 11:57 AM

Form Started By: Veronica Bolander Started On: 06/04/2020 11:49 AM

Final Approval Date: 06/04/2020

14.

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 <u>April 2020</u>.

Stacy Hackenberg

Digitally signed by Stacy
Hackenberg
Date: 2020.06.04 10:47:37 -05'00'

STACY HACKENBERG JUSTICE OF THE PEACE PRECINCT FOUR

On this 26th day of May 2020, to certify which witness my hand and seal of office.

NOTARY PUBLIC in and for the State of Texas

Payment Report - Transaction/Adjustment Detail

Transaction Date: 04/01/2020 - 04/30/2020 Locations: JP4

Final Totals		Fee Totals	Transaction Totals
Total Payments		5,832.65	5,832.65
Total Adjustments Im	npacting Payments	0.00	0.00
Final Fee Code Totals		5,832.65	5,832.65
Tender Method Summ	nary	SAME TO THE SAME THE SAME TO SAME	
Tender Types	Certified Payments Credit Card	3,225.65	3,225.65
	Check	10.00	10.00
	E-File Credit Card	1,816.00	1,816.00
	Money Order	781.00	781.00

Payment Report - G/L and Fund Summary

Transaction Date: 04/01/2020 - 04/30/2020

Loca	Mar		104
LOC	aucr	18.	JPS

G/L Account	G/L Account Number	Fee Totals
0 - General Fund		
01-0100-0000-207017 - Collections Agency Fee	L-004-4-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	233.82
01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	L-004-4-01-0100-0000-209600: 01-0100-0000-209600 - Fines Due to TX Parks Wildlife	50.00
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-4-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	38.46
01-0100-0000-341804 - FEES OF OFFICE, JP PCT-4	L-004-4-01-0100-0000-341804: 01-0100-0000-341804 - Fees of Office, JP Pct. #4	1,117.27
01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4	L-004-4-01-0100-0000-341914: 01-0100-0000-341914 - Fees of Office, Crim. Const PCT #4	112.36
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	66.29
01-0100-0000-351304 - FINES, JP PCT-4	L-004-4-01-0100-0000-351304: 01-0100-0000-351304 - FINES, JP PCT #4	2,129.89
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	195.00
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-004-4-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC-MISD C	96.65
- JP Security Fund 01-0361-0000-341154 - JP 4 SECURITY FEES	L-004-4-01-0361-0000-341154: 01-0361-0000-341154 - JP 4 SECURITY FEES	16.68
	0361 - JP Security Fund Total:	16.68
	L-004-4-01-0369-0000-370000: 01-0369-0000-370000 - JP-4 Truancy Program Fee	20.84
9 - 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 0369 - JP-4 Truancy Program Fund Total:	
	0369 - JP-4 Truancy Program Fund Total:	20.84
01-0369-0000-370000 - JP-4 Truancy Program Fees		20.84 20.84 16.68

Payment Report - G/L and Fund Summary

Transaction Date: 04/01/2020 - 04/30/2020

Case Categories: Appellate; Civil; Criminal; Family; Probate or Mental Health

Locations: JP4

G/L Account	G/L Account Number	Fee Totals
199 - 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	390.00
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	6.80
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	166.78
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	428.03
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-4-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	16.68
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-4-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	25.03
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-4-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	27.00
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-4-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	0.23
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-4-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	50.66
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	224.34
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-4-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	8.34
01-0399-0000-208822 - JP CIVIL LEGAL FEE FOR INDIGEN	L-004-4-01-0399-0000-208822: 01-0399-0000-208822 - JP Civil Legal Fee for Indigent	234.00
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-4-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	150.00
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-4-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	10.82
	0399 - State Agency Fund Total:	1.738.71

0399 - State Agency Fund Total: 1,738.71

Fee Totals for All Funds: 5,832.65

Payment Report - Fee Code Summary

Transaction Date: 04/01/2020 - 04/30/2020 Locations: JP4

Fee Code Sumr	nary								
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)	10.00	2	0.00	0	0.00	0	10.00	2
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	21.73	6	0.00	0	0.00	0	21.73	e
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	428.03	10	0.00	0	0.00	0	428.03	10
2020DSCM	Driving Safety Course Mandatory CCP 45. 0511(f)(1)	20.00	2	0.00	0	0.00	0	20.00	2
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	96.65	10	0.00	0	0.00	0	96.65	10
2020LTF	Local Traffic Fine (TC 542.403)	10.01	5	0.00	0	0.00	0	10.01	
2020STF	State Traffic Fine (TC 542.4031)	166.73	5	0.00	0	0.00	0	166.73	
2020TPF	Time Payment Fee CCP 102.030	64.15	5	0.00	0	0.00	0	64.15	5
AB	Abstract	10.00	2	0.00	0	0.00	0	10.00	2
AFDPS	Arrest Fee - DPS (CCP 102.011)	17.00	6	0.00	0	0.00	0	17.00	e
ccc	Consolidated Court Costs [Loc. Gov't Code, 133.102]	166.78	7	0.00	0	0.00	0	166.78	7
CFINE	County Fine	2,129.89	30	0.00	0	0.00	0	2,129.89	30
CHS	Courthouse Security Fee (CCP 102.017)	12.51	7	0.00	0	0.00	0	12.51	7
CHSJC	JP Security Fee (CCP 102.017)	4.17	7	0.00	0	0.00	0	4.17	7
CJS	Criminal Judicial Support Fee (LGC 103.105)	25.03	7	0.00	0	0.00	0	25.03	7
COLLFEE	Collection Agency Fee	233.82	4	0.00	0	0.00	0	233.82	4
DDF	Deferred Disposition Fee	50.00	1	0.00	0	0.00	0	50.00	1
EFF	Electronic Filing Fee	390.00	39	0.00	0	0.00	0	390.00	39
IDF	Indigent Defense Fee (LGC 133.107)	8.34	7	0.00	0	0.00	0	8.34	7
ISF	Indigent Legal Services Fee	234.00	39	0.00	0	0.00	0	234.00	39
JCF	Civil Filing Fee	975.00	39	0.00	0	0.00	0	975.00	39
JCTF	Judicial/Court Training Fee Due to State	195.00	39	0.00	0	0.00	0	195.00	39
JCTF	Justice Court Technology Fee (CCP 102.0173)	16.68	7	0.00	0	0.00	0	16.68	7
JFR	Jury Reimbursement Fee (CCP 102.0045)	16.68	7	0.00	0	0.00	0	16.68	7
JTP	Juvenile Truancy Program (CCP 102.0174)	20.84	7	0.00	0	0.00	0	20.84	7
JURY	Jury Fee	22.00	2	0.00	0	0.00	0	22.00	2
MVF	Moving Violation Fee (CCP 102.022)	0.23	4	0.00	0	0.00	0	0.23	4
SFMCWV	State Fine - Motor Carrier Weight Violation	150.00	1	0.00	0	0.00	0	150.00	1
STF	State Traffic Fee (TC 542.4031)	50.66	3	0.00	0	0.00	0	50.66	3
STFS	State Traffic Fine Due To State (HB2048)	57.61	2	0.00	0	0.00	0	57.61	2

Payment Report - Fee Code Summary

Transaction Date: 04/01/2020 - 04/30/2020 Locations: JP4

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
TFC	Traffic	8.53	5	0.00	0	0.00	0	8.53	
TPC	Time Payment Fee - County	2.14	2	0.00	0	0.00	0	2.14	:
TPDF	Truancy Prevention and Diversion Fund - JP4 eDoc Conversion	6.80	6	0.00	0	0.00	0	6.80	
TPS	Time Payment Fee - State	10.82	2	0.00	0	0.00	0	10.82	
TPWF	Texas P&W Fine	50.00	1	0.00	0	0.00	0	50.00	
WARC4	Warrant Fee - Constable Pct. 4	112.36	4	0.00	0	0.00	0	112.36	
wcso	Williamson County Sheriff	38.46	1	0.00	0	0.00	0	38.46	

Transaction Date: 04/01/2020 - 04/30/2020 Locations: JP4

	Gross		Positive Adjus	tments	Negative Adjus	tments	Net	
Fee Code Summary Totals	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	5,832.65	333	0.00	0	0.00	0	5,832.65	333

Justice of the Peace 4 Consolidated Court Cost Calculation Sheet

Deposit Date: 04/01/2020-04/30/2020

	DR	CR	GL Code	GL Description	ALLOCATION %
Local CCC-Class C		\$96.65	99-9999-9999-000003	Local CCC-Class C Due to County	
Court Security Fee	\$33.83		01.0361.0000.341154	COURTHOUSE SECURITY FEES	35.000000%
Local Truancy Prevention & Diversion Fund Fee	\$34.52		01.0373.0000.370000	Local Truancy Prevention & Diversion Fund Fee	35.714300%
Justice Court Technology Fund	\$27.61		01.0372.0000.341144	Justice Court Technology Fund	28.571400%
County Jury Fund Fee	\$0.69		01.0100.0000.342853	County Jury Fund Fee	0.714300%
Percentage Distribution Total:	\$96.65	\$96.65			100.000000%
Collected	\$96.65				THE STATE OF THE S

Commissioners Court - Regular Session

Meeting Date: 06/16/2020

Commissioner Covey Reappointment to Governing Board of the Texas Indigent Defense

Commission

Submitted For: Valerie Covey Submitted By: Debra

Babcock,

Commissioner

15.

Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on noting in the minutes the reappointment of Commissioner Valerie Covey to the Governing Board of the Texas Indigent Defense Commission by Governor Greg Abbott on May 11, 2020. Term to expire February 1, 2022.

Background

Commission effective May 28, 2020.

Fiscal Impact

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

VCovey TIDC Reappointment VCovey TIDC Commission

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 06/11/2020 09:43 AM

Form Started By: Debra Babcock Started On: 06/11/2020 09:10 AM

Final Approval Date: 06/11/2020



GOVERNOR GREG ABBOTT

May 11, 2020

The Honorable Ruth Ruggero Hughs Secretary of State Capitol Station Austin, Texas 78711

Dear Madam Secretary:

Please be advised that I am making the following appointments to the **Governing Board of the Texas Indigent Defense Commission** for terms to expire February 1, 2022:

Valerie Covey Georgetown, Texas

Richard A. Evans Bandera, Texas

Mary K. "Missy" Medary Corpus Christi, Texas

The individuals listed above are being reappointed.

Please issue a commission to these appointees as soon as they qualify.

2 ahhar

Sincerely,

Greg Abbott

Governor

GA:pv

The State of Texas

Government Filings Section P. O. Box 12887 Austin, Texas 78711-2887



Ruth R. Hughs Secretary of State Phone: 512-463-6334 Fax: 512-463-5569 Dial 7-1-1 For Relay Services www.sos.state.tx.us

May 28, 2020

Ms. Valerie Covey 502 Innwood Drive Georgetown, TX 78628

Dear Ms. Covey:

Congratulations on your recent appointment to the Governing Board of the Texas Indigent Defense Commission. On behalf of Governor Greg Abbott, it is my pleasure to forward your commission to you.

Public service is a great calling. Thank you for taking time away from your family and everyday life to serve our great state. If you should ever need anything from me or my office, do not hesitate to contact me.

With best wishes, I am,

Sincerely,

Ruth R. Hughs Secretary of State

Enclosures

Commissioners Court - Regular Session

Meeting Date: 06/16/2020

Vehicle Reimbursement Agreement with Lakeline Mall for County Sheriff

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

Department: Sheriff **Agenda Category:** Consent

Information

16.

Agenda Item

Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Lakeline Mall (Emergency crisis/security at mall on 5-31-20 due to APD being unavailable).

Background

Williamson County Sheriff's Office responded to the emergency crisis at the Lakeline Mall on May 31st and provided security due to Austin Police Dept. unavailability to respond and work. This agreement gives permission to the County to invoice the Lakeline Mall for deputies vehicle usage and Lakeline Mall to contract County Sheriff Deputies in a private capacity.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Lakeline Mall

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 06/11/2020 10:47 AM

Form Started By: Starla Hall Started On: 06/11/2020 10:37 AM

Final Approval Date: 06/11/2020

STATE OF TEXAS § VEHICLE REIMBURSEMENT AGREEMENT WITH

NON-GOVERNMENTAL

888 **ORGANIZATION**

REGARDING OFF-DUTY

COUNTY OF WILLIAMSON CONTRACTING OF COUNTY DEPUTIES

This Vehicle Reimbursement Agreement with Non-Governmental Organization Regarding Off-Duty Contracting of County Deputies (hereinafter, the "AGREEMENT") is entered into by and between the company/organization set forth on the signature page below (hereinafter, "NON-GOVERNMENTAL ORGANIZATION") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Law Enforcement Agency set forth on the signature page below (hereinafter, "LEA").

For and in consideration of the permission given by COUNTY for the NON-GOVERNMENTAL ORGANIZATION to contract in a private capacity DEPUTIES of the LEA (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

- 1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON-GOVERNMENTAL ORGANIZATION.
- 2. It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time). If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.
- 3. Prior to the beginning of DEPUTIES contracting with the NON-GOVERNMENTAL ORGANIZATION. **NON-GOVERNMENTAL** the ORGANIZATION shall obtain a comprehensive general liability insurance policy

from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars (\$10,000) per occurrence for property damage, One Hundred Thousand Dollars (\$100,000) per person, and Three Hundred Thousand Dollars (\$300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

- 4. The term of this AGREEMENT shall begin on the 20 20 and shall terminate on September 30, 20 20. Any extension of this AGREEMENT must be set forth in writing and signed by both parties.
- 5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work. ¹
- 6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.
- 7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of \$12.00 per hour per vehicle (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).
- 8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten (10) days of the invoice date. Reporting must be submitted to:

LEA:

At the address set forth on signature page below.

COUNTY:

Williamson County Auditor's Office

Attn: Finance Director 710 Main Street, Suite 301 Georgetown, Texas 78626

9. NON-GOVERNMENTAL ORGANIZATION agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.

¹ It is the commissioners court that sets what compensation (and benefits) deputies are entitled to, which affects eligibility for off-duty work. Tex. Local Gov't Code § 152.011.

- 10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.
- 11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

WILLIAMSON COUNTY COMMISSIONERS COURT:

$\mathbf{B}\mathbf{y}$	•
•	Bill Gravell, Jr.
	Williamson County Judge &
	Presiding Officer, Williamson County Commissioners Court
	710 Main Street, Suite 105
	Georgetown, Texas 78626

Commissioners Court - Regular Session

Meeting Date: 06/16/2020

4713 Hygiene Products for Williamson County

Submitted For: Randy Barker Submitted By: Brenda Fuller,

Purchasing

17.

Department: Purchasing **Agenda Category: Consent**

Information

Agenda Item

Discuss, consider, and take appropriate action on rejecting all submittals for IFB #4713 Hygiene Products for Williamson County Jail.

Background

Williamson County received 3 submissions for IFB #4713 Hygiene Products for Williamson County Jail but only (1) one was determined to be complete and responsive. After reviewing the pricing submitted in the (1) one offer, it is the recommendation of the Williamson County Jail that the County reject the one responsive submission in order to obtain better pricing through the use of established Cooperatives that would serve in the best interest of the county. The Jail budget for these items average \$13,000 to \$22,000 annually which is under the \$50,000 required amount to bid formally.

Fiscal Impact

From/To Acet No Description Amou	
From/10 Acct No. Description Amou	It I

Attachments

Letter of Recommendation

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	06/11/2020 09:45 AM
Purchasing (Originator)	Brenda Fuller	06/11/2020 09:58 AM
Purchasing (Originator)	Randy Barker	06/11/2020 10:00 AM
County Judge Exec Asst.	Andrea Schiele	06/11/2020 10:49 AM

Form Started By: Brenda Fuller Started On: 06/09/2020 02:29 PM

Final Approval Date: 06/11/2020



Tim Ryle Chief Deputy

Robert Chody WILLIAMSON COUNTY SHERIFF

508 South Rock Street Georgetown, Texas 78626 Phone (512) 943-1300 * Fax (512) 943-1393 Roy Fikac Asst Chief Deputy- Law Enforcement

Randolph Doyer Asst Chief Deputy - Corrections

Tuesday June 9, 2020

To Whom it May Concern

Subject: Decision on Hygiene Bid Contract

The decision has been made to reject the bid offered by Bob Barker. Their prices are too high. This decision was made after further research on our annual spending on hygiene products. We average between \$13,000 to \$22,000 per year and spend at least \$800.00 to \$2500.00 per transaction. We understand this contract would provide the security of a set price for the contract year, but we would like to have the flexibility to "shop around" to other vendors who ONLY have existing contracts with a co-operative and get competitive pricing as needed.

Respectfully,

Randolph Doyer

Assistant Chief Deputy

Commissioners Court - Regular Session

Meeting Date: 06/16/2020

Approval of Juvenile Service Satellite Tracking

Submitted For: Randy Barker Submitted By: Erica Smith, Purchasing

18.

Department: Purchasing **Agenda Category:** Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the agreement and addendum between Satellite Tracking of People, LLC and Williamson County for satellite tracking services for Juvenile Services Department.

Background

Approval of this agreement and addendum will support the operations of the Williamson County Juvenile Justice Center. Juvenile Services obtained three quotes for this service. This is a continuation of the current tracking system that they use. The attached agreement and addendum outlines the pricing and terms. This expenditure will be charged to 01.0100.03005.004108. Department contact is Denise Carlson.

Fiscal Impact

	From/To	Acct No.	Description	Amount
- 1				

Attachments

Contract Addendum

Form Review

Inbox Reviewed By Date

Purchasing (Originator) Randy Barker 06/11/2020 10:05 AM County Judge Exec Asst. Andrea Schiele 06/11/2020 10:53 AM

Form Started By: Erica Smith Started On: 06/10/2020 01:56 PM

Final Approval Date: 06/11/2020



Lease and Services Agreement Williamson County Juvenile Probation

This Lease and Services Agreement (this "Agreement") is by and between Williamson County Juvenile Probation ("you" or "Customer") and Satellite Tracking of People LLC ("we," "us," or "Provider"). This Agreement shall be effective as of **April 29**, **2020** (the "Effective Date").

Whereas Customer desires to lease and Provider has agreed to provide certain products for electronic monitoring of certain individuals (the "Enrollees") and provide related services, according to the terms and conditions in this Agreement;

Now therefore, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. <u>Products</u>. The following products are hereby leased from Provider to Customer pursuant to the pricing and volume commitments contained in Exhibit "A" and shall be serviced by Satellite Tracking of People LLC, a wholly owned subsidiary of Securus ("Securus"). Title to such products shall remain with Provider and shall be promptly returned by Customer to Provider upon expiration of this Agreement in its original condition, with only reasonable wear and tear excepted:

ELECTRONIC MONITORING PRODUCTS AND SERVICE DESCRIPTIONS:

BLUtag is a one-piece GPS device that allows for enrollee tracking and enables Customer's supervising agent the ability to communicate with the enrollee through audible tones and or vibrations. The small, lightweight device detects and records enrollee tampering and offers optional auxiliary equipment that can transmit data using landline phone service and can confirm an enrollee's location in areas that prevent BLUtag from receiving GPS signals.

BLUband. BLUband is a RF transceiver that transmits a signal to BLUhome, our home-based RF receiver unit, to confirm when an enrollee enters or leaves their home.

BLU+. BLU+ is a dual radio frequency ("RF") and global positioning system ("GPS") monitoring device that allows a Customer's supervising agent to verify that an enrollee is at home and will also transmit a violation notice if the enrollee fails to meet established schedules or tampers with the device.

BLUhome. BLUhome is a home-based monitoring unit that receives data from BLUband and BLUtag through their RF signal. BLUhome transmits data to VeriTracks™ using either nationwide cellular phone service or landline phone service in the enrollee's home.

BLUbox. BLUbox is an optional GPS accessory used when an enrollee lives in a geographic area that obstructs the GPS signals but has good cellular phone coverage. This optional GPS auxiliary unit installs in the enrollee's home and provides additional confirmation of his or her location through an encrypted RF signal.

VeriTracks™. VeriTracks™ is a secure, user-friendly, internet-based monitoring application that works with the Provider monitoring equipment. VeriTracks™ receives, distributes, and stores monitoring data and enrollee information (e.g. name, photo, phone number(s), physical characteristics, vehicle information).

BLUscan. BLUscan, Blu+ is a mobile monitoring unit that allows Customer's supervising agents to confirm the presence or absence of up to 16 BLUtag and or BLUband devices at one time, within a 300-foot range. BLUscan records the status of BLUtag and BLUband on a continuous or as needed basis and can store up to 5,000 events in its memory and can download that data to a computer.

SoberTrack. SoberTrack is a GPS-enabled handheld mobile breath alcohol monitoring unit. The SoberTrack device is a one-piece unit that is fully portable for breath alcohol testing anytime–anywhere. Enrollees blow into the disposable straw when instructed to do so by SoberTrack and the unit reports all test results to VeriTracks™ using nationwide cellular service.

Monitoring Center Services. Monitoring Center Services offer Customers additional support for the receipt and management of alerts from Provider RF and GPS monitoring devices. When a Customer elects to use Provider Monitoring Center Services, technicians in the Provider monitoring center will receive event notifications from monitoring devices and will conduct the initial evaluation and investigation of the alerts following protocols developed by the Customer. Customers determine the event types and hours alerts will be managed by the Provider Monitoring Center.

- 2. <u>Training Services</u>. It is important to us that Customer be adequately trained and appropriately represents Provider's products and services throughout the term of this Agreement. As such, the Provider shall provide one-time initial training and one-time annual refresher training to the Customer at no additional cost. Subsequent trainings requested by the Customer will be based on the pricing listed in this agreement. This Agreement applies to training courses and recertification training offered by Provider to Customer's designated attendees, as detailed below:
 - The Training Services may include the following:
 - o Onsite training at Customer's designated location ("Onsite Training");
 - Instructor-led remote training ("Web Training");
 - On demand prerecorded audio/video sessions available over the Internet ("On Demand Training"); and
 - Certification quiz.
 - All needed documents, workbook, and other materials for all scheduled trainings.
- 3. <u>Payment</u>. Provider will provide Customer with monthly invoices in accordance with Exhibit A. Customer invoices are due and payable in full when presented. Customer is responsible for sales or use tax, if any, or any other similar state taxes or fees on the transactions hereunder. In the event that an invoice is not paid within 30 days, Provider reserves the right, in its sole discretion, to suspend services provided to Customer as follows:

Invoice unpaid for 31-60 days: Suspension of training services.

Invoice unpaid for 61-90 days: Suspension of ability to order additional devices and consumables.

Invoice unpaid for 91+ days: Suspension of all remaining services except for read-only access to VeriTracks

- 4. <u>Shipping</u>. Unless otherwise agreed to by Provider, shipping of the above noted products will be done in accordance with Provider's standard shipping terms of 2nd day delivery processed the business day following receipt of the order. Provider will pay shipping costs for faulty equipment returned for repair or replacement.
- 5. <u>Customer's Obligations</u>. In addition to any obligations and responsibilities otherwise noted herein, Customer understands and acknowledges that during the term of this Agreement and any renewals thereof, it (a) is has complete authority and responsibility for the selection, management and administration of Enrollees, including but not limited to monitoring; (b) designating the monitoring level for all Enrollees monitored with the leased products; (c) identifying and making available Customer's staff during the term of this Agreement; and (d) establishing alert notification protocols and parameters.
- General Compliance Obligations. Customer understands, acknowledges and agrees that it is Customer's sole responsibility to comply with any and all Federal, state and local laws, rules, regulations and policies applicable to the use of any Provider electronic supervision products and services ("Provider Technologies"), including, without limitation, all such laws, rules, regulations and policies or other requirements (i) governing or restricting electronic supervision of individuals, (a) relating to privacy, consumer protection, marketing, and data retention and security, and (b) applicable to Customer's access to and use of any information obtained in connection with or through the Provider Technologies ("Applicable Rules"). Customer further acknowledges, understands and agrees that Provider makes no representation or warranty as to the legality of the use by Customer of the Provider Technologies or any information collected, accessible or otherwise obtained in connection with or through such use ("Provider Information"). Provider shall have no obligation, responsibility, or liability for Customer's failure to comply with any and all Applicable Rules as a result or arising out of virtue of Customer's use of the Provider Technologies or Provider Information.
- 7. Security of Information. Customer acknowledges that the Provider Information includes personally identifiable information ("PII") and that it is Customer's obligation to keep all such PII secure by taking all commercially reasonable means to ensure that access is limited only to those authorized individuals or organizations. Accordingly, Customer shall (a) restrict access to the Provider Technologies and Provider Information to those law enforcement personnel who have a need to know or are otherwise expressly authorized as part of their official duties; (b) ensure that its employees (i) obtain or use Provider Information solely and exclusively for lawful purposes and (ii) transmit or disclose any such Information only as permitted or required by Applicable Rules; (c) use commercially reasonable efforts to monitor and prevent against unauthorized access to or use of the Provider Technologies and Provider Information (whether in electronic form or hard copy); (d) notify Provider immediately of any such unauthorized access or use of the Provider Technologies or Information that Customer discovers or otherwise becomes aware of; and (e) unless otherwise required

- by Applicable Rules, delete or otherwise purge all Provider Information stored electronically or on hard copy by Customer within ninety (90) days of initial receipt or, if a longer period is authorized or required by Applicable Rules, upon expiration of such longer period.
- 8. <u>Technology Limitations (Coverage and Battery Life)</u>. Customer understands and acknowledges the limitations of the Global Positioning System ("GPS") technology and the Radio Frequency ("RF") technology employed and relied upon by the Provider Technologies. Customer understands and acknowledges that the Provider Technologies depend upon strong wireless signal coverage and that both natural and man-made variables can adversely impact or block GPS and cellular signals for brief or extended periods of time, which can lead to inaccurate data being recorded or made available through the use of Provider Technologies. Customer understands, acknowledges and agrees that GPS signals may become distorted as they reflect off natural and man-made objects (*e.g.*, mountains, rocks, and buildings) and may be lost when the GPS unit loses line-of-sight of the GPS satellite, which can occur, for example indoors, underground, in tunnels, or underwater. Customer understands, acknowledges and agrees that lost coverage may also occur in rural areas that do not have strong GPS or wireless coverage.

Customer further understands, acknowledges and agrees that (a) Provider Technologies are battery-powered and that an offender's failure to charge the battery on a Provider Technology device renders the transmitter and device useless and (b) the offender may tamper with the device or otherwise impede the device's ability to receive and transmit the GPS signal.

- 9. <u>Condition of Provider Information</u>. Customer understands and acknowledges that all Provider Information used and obtained in connection with the Provider Technologies is "**AS IS**." Customer further understands and acknowledges that Provider uses data from third-party sources, which may or may not be complete and/or accurate, and that Customer shall not rely on Provider for the accuracy or completeness of Provider Information Technologies. Customer understands and acknowledges that Customer may be restricted from accessing certain aspects of the Provider Technologies which may be otherwise available.
- 10. <u>Modification and Termination</u>. Provider reserves the right to modify, enhance, or discontinue, in its sole discretion, any of the features that are currently part of the Provider Technologies. Moreover, if Provider determines in its sole discretion that the Provider Technologies and/or Customer's use thereof (1) violates the terms and conditions set forth herein or (2) violates any Applicable Rule or (3) is reasonably likely to be so determined, Provider may, upon written notice, immediately terminate Customer's access to the Provider Technologies and shall have no further liability or responsibility to Customer with respect thereto.
- 11. <u>Limitation of Liability And Warranties</u>. Provider expressly disclaims any warranty that the Provider Technologies are impervious to tampering. Customer acknowledge understands and agrees that the Provider Technologies do not prevent offenders from committing harmful, tortious, or illegal acts and that Provider expressly disclaims any liability for any harmful, tortious, or illegal acts committed by such offenders. In no event does Provider assume or bear any responsibility or liability for acts that may be committed by third parties or persons subject to or using the Provider Technologies or Provider Information.
 - Provider shall have no liability to Customer (or to any person to whom Customer may have provided Provider Information) for any loss or injury arising out of or in connection with the Provider Technologies or Customer's use thereof. If, notwithstanding the foregoing, liability can be imposed on Provider, Customer agrees that Provider's aggregate liability for any and all losses or injuries arising out of any act or omission of Provider in connection with the Provider Technologies, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed \$100.00. Customer covenants and promises that it will not seek to recover from Provider an amount greater than such sum even if Customer was advised of the possibility of such damages. PROVIDER DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROVIDER TECHNOLOGIES. PROVIDER DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROVIDER TECHNOLOGIES OR ANY PROVIDER INFORMATION. IN NO EVENT SHALL PROVIDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER FROM RECEIPT OR USE OF PROVIDER INFORMATION OR AS A RESULT OF THE UNAVAILABILITY OF THE PROVIDER TECHNOLOGIES OR PROVIDER INFORMATION OR THE ABILIITY TO MAKE USE OF SAME.
- 12. <u>Indemnification</u>. Customer hereby agrees to protect, indemnify, defend, and hold harmless Provider and officers, directors and employees from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in any way related to Customer's use of any of the Provider Technologies or Provider Information.

- 13. <u>Term.</u> The initial term of this Agreement (the "Initial Term") shall begin on the Effective Date and shall end on the date that is **36 Months** thereafter. Following the Initial Term, this Agreement shall automatically renew for succeeding one (1) year periods on each anniversary of the Effective Date unless terminated by either party upon 30 days written notice.
- 14. Ownership and Use. Any and all systems, applications and software that is used by Provider to provide services to Customer under this Agreement shall at all times remain Provider's sole and exclusive property. Provider (and its licensors, if any) have and will retain all right, title, interest, and ownership in and to (i) the software and any copies, custom versions, modifications, or updates of the software, (ii) all related documentation, and (iii) any trade secrets, know-how, methodologies, and processes related to Provider's applications, the system, and our other products and services (collectively, the "Materials"). The Materials constitute proprietary information and trade secrets of Provider and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent.
- 15. <u>Default and Termination</u>. If either party defaults in the performance of any obligation under this Agreement, then the non-defaulting party shall give the defaulting party written notice of its default setting forth with specificity the nature of the default. If the defaulting party fails to cure its default within 30 days after receipt of the notice of default, then the non-defaulting party shall have the right to terminate this Agreement upon 10 days written notice and pursue all other remedies available to the non-defaulting party, either at law or in equity. Notwithstanding the foregoing, the 10 day cure period shall be extended to 30 days if the default is not reasonably susceptible to cure within such 10 day period, but only if the defaulting party has begun to cure the default during the ten 10 day period and diligently pursues the cure of such default. Notwithstanding, either party may terminate this Agreement without cause for any reason upon ninety 90 days advance written notice to the other party of its intent to terminate.
- 16. <u>Injunctive Relief</u>. Both parties agree that a breach of any of the obligations set forth in the section titled "Ownership and Use" would irreparably damage and create undue hardships for the other party. Therefore, the non-breaching party shall be entitled to immediate court ordered injunctive relief to stop any apparent breach of such sections, such remedy being in addition to any other remedies available to such non-breaching party.
- 17. <u>Force Majeure</u>. Either party may be excused from performance under this Agreement to the extent that performance is prevented by any act of God, war, civil disturbance, terrorism, strikes, supply or market, failure of a third party's performance, failure, fluctuation or non-availability of electrical power, heat, light, air conditioning or telecommunications equipment, other equipment failure or similar event beyond its reasonable control; provided, however that the affected party shall use reasonable efforts to remove such causes of non-performance.
- 18. Notices. Any notice or demand made by either party under the terms of this Agreement or under any statute shall be in writing and shall be given by personal delivery; registered or certified U.S. mail, postage prepaid; or commercial courier delivery service, to the address below the party's signature below, or to such other address as a party may designate by written notice in compliance with this section. Notices shall be deemed delivered as follows: personal delivery upon receipt; U.S. mail five days after deposit; and courier when delivered as shown by courier records.
- 19. No Third-party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained herein shall operate only between the parties and shall inure solely to their benefit. The provisions of this Agreement are intended to assist only the parties in determining and performing their obligations hereunder, and the parties intend and expressly agree that they alone shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- 20. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. No waiver by either party of any event of default under this Agreement shall operate as a waiver of any subsequent default under the terms of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of the other provisions shall remain unaffected. This Agreement shall be binding upon and inure to the benefit of Provider and Customer and their respective successors and permitted assigns. Except for assignments to our affiliates or to any entity that succeeds to our business in connection with a merger or acquisition, neither party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Each signatory to this Agreement warrants and represents that he or she has the unrestricted right and requisite authority to enter into and execute this Agreement, to bind his or her respective party, and to authorize the installation and operation of the System. Provider and Customer each shall comply, at its own expense, with all applicable laws and regulations in the performance of their respective obligations under this Agreement and otherwise in their operations. Nothing in this Agreement shall be deemed or construed by the parties or any other entity to create an agency, partnership, or joint venture between Customer and Provider. This Agreement cannot be modified orally and can only be modified by a written instrument signed by all parties. The parties' rights and obligations, which by their nature would extend beyond the termination, cancellation, or expiration of this Agreement,

shall survive such termination, cancellation, or expiration (including, without limitation, any payment obligations for services or equipment received before such termination, cancellation, or expiration). This Agreement may be executed in counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument. Each party agrees that delivery of an executed copy of this Agreement by facsimile transmission or by PDF e-mail attachment shall have the same force and effect as hand delivery with original signatures. Each party may use facsimile or PDF signatures as evidence of the execution and delivery of this Agreement to the same extent that original signatures can be used. This Agreement, together with the exhibits and Schedules, constitutes the entire agreement of the parties regarding the subject matter set forth herein and supersedes any prior or contemporaneous oral or written agreements or guarantees regarding the subject matter set forth herein.

[SIGNATURES NEXT PAGE]

EXECUTED as of the Effective Date.

CUSTOMER:	PROVIDER:
Williamson County Juvenile Probation By: Name: Title: Date:	By: Name: Greg Utterback Title: Chief Development Officer Date: June 11, 2020
Customer's Notice Address: 200 Wilco Way Georgetown , TX 78626	Provider's Notice Address: Securus Technologies, Inc. 4000 International Parkway Carrollton, TX 75007 Attention: General Counsel Phone: (972) 277-0300 Provider's Payment Address: Satellite Tracking of People LLC PO Box 639098 Cincinnati, OH 45263-9098

Please email signed contract to: jmahnke@securustechnologies.com Satellite Tracking of People, LLC 5353 West Sam Houston Parkway North, Suite 190 Houston, Texas 77041 Attention: Contracts Administrator

James Mahnke

 ${\bf Email:jmahnke@securustechnologies.com}$

Phone: (832) 553-9500

EXHIBIT A Base Pricing

Category	Volume Tiers *	Price
GPS Device (Blutag) Additional units	1+	\$3.00/day/unit
Radio Frequency Device – Cellular (Bluband)	1+	\$2.40/day/unit
Remote Breath Alcohol Device (SoberTrack) Additional units	1+	\$4.10/day/unit

Optional Pricing

Mobile Charger	1	\$75.00 each (purchased)
Monitoring Center Services	1+	\$0.50/day/unit
GPS Device (Dual Carrier)	1	\$0.25/day/unit

^{* -} Average daily billable units per month

Provider provides Customer a shelf stock equal to 20% of the average daily activated units calculated at the end of the month. If the shelf stock exceeds 20%, Provider will charge Customer the per diem rate above for units in excess of 20% of the average daily activated units.

Insurance and Replacement Costs: In the event of damage to the unit caused by the tracked individuals or Customer, or if the unit is lost, the Customer will reimburse Provider based on the Replacement Cost listed below. In lieu of Customer paying for lost/damaged units, Customer may elect below to purchase insurance at the per diem rate noted below to provide no-deductible coverage up to 15% of the average daily units billed during the preceding twelve (12) months. Any lost or damaged units above this amount will be billed in accordance with the Replacement Cost below. Election for insurance coverage must be made at the beginning of the Agreement, and remains in effect during the term of the Agreement for all billable units. Regardless of whether insurance coverage is elected, Customer shall use its best efforts to recover all units on behalf of Provider. Provider may terminate this Agreement if lost or damaged units from this Agreement exceed 20% of the average daily units activated.

Insurance Cost	\$0.50 per day per device

Electing Insurance Coverage (must check one): _Yes _No

Replacement Cost

	Replacement Co		
Part	Description	Quantity	Replacement Cost ¹
1	BLUtag Unit	1	\$ 250.00
2	BLUhome Unit (if applicable)	1	\$ 350.00
3	BLUbox (if applicable)	1	\$ 200.00
4	BLU+	1	\$ 250.00
5	Straps and direct clips for BluTag® (set comprised of	9 per unit	\$ 10.00
	one strap and four clips)	per year	
6	Charging Coupler for BLUtag/BLU+	1	\$ 25.00
7	BLUscan (if applicable)	1	\$ 350.00

8	BLUband	1	\$ 125.00
9	SoberTrack	1	\$500.00
10	Installation Kit	1	\$ 25.00

Note: 1 - Replacement only for lost and stolen units. Units are not available for purchase. Data and wireless plan included.

Training Pricing

One-time initial training and one-time annual refresher training is provided to the Customer at no additional cost. Subsequent training costs are based on the following pricing based on average active devices:

1 – 10 Devices	11 – 30 Devices	31 - 100 Devices	Over 100 Devices
\$ 1,500.00	\$ 1,000.00	\$ 500.00	\$ 200.00

COUNTY OF WILLIAMSON

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COUNTY ADDENDUM FOR MONITORING SERVICES FOR WILLIAMSON COUNTY JUVENILE (Satellite Tracking of People LLC)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS ADDENDUM TO LEASE AND SERVICES AGREEMENT is made and entered into by and between **Williamson County**, **Texas** (hereinafter "Customer" or "County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Satellite Tracking of People LLC** (hereinafter "Provider"). County agrees to engage Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

<u>Incorporated Documents</u>: This Agreement constitutes the entire Agreement 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 Agreement include the following:

- A. Provider Lease and Service Agreement; and
- B. This Williamson County Addendum.

II.

<u>Compliance with All Laws</u>: Provider agrees and will comply with all local, state or federal requirements with respect to the services rendered.

III.

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.

IV.

<u>Termination for Convenience</u>: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ninety (90) days written notice thereof. In the event of termination, Customer will only be liable for its pro rata share of services rendered and goods actually received.

V.

<u>No Waiver of Sovereign Immunity or Powers:</u> 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.

VI.

<u>Mediation</u>: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this agreement. The County does not agree to arbitration.

VII.

<u>Venue and Governing Law:</u> Venue of this agreement shall be Williamson County, Texas, and the law of the State of Texas shall govern.

VIII.

Right to Audit: Provider 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 Provider which are directly pertinent to the services to be performed under this agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Provider agrees that Customer shall have access during normal working hours to all necessary Provider 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 Provider reasonable advance notice of intended audits.

IX.

No Assignment: This Agreement may not be assigned without the County's prior written consent.

X.

<u>Texas Law Applicable to Indemnification</u>: All indemnifications or limitations of liability shall be to the extent authorized under Texas law and the right to trial by jury shall not be waived.

XI.

Proprietary Information and Texas Public Information Act: All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Provider does not desire proprietary information to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Provider, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Provider.

To the extent, if any, that any provision in the contract documents or in the Provider's proposal 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 Williamson 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 Williamson County as to whether or not the same are available to the public. It is further understood that Williamson County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Williamson 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 Williamson County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

XII.

<u>County Judge or Presiding Officer Authorized to Sign Agreement</u>: The presiding officer of Customer's governing body who is authorized to execute this instrument by order duly recorded may execute this addendum on behalf of Customer.

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

WILLIAMSON COUNTY:	Provider:
	Gry Hittel
Authorized Signature	Ay/horized Signature
Date:, 2020	Date: June 5, 2020

Commissioners Court - Regular Session

Meeting Date: 06/16/2020

1903-307 Juvenile Food Service, Amendment 3 - renewal 1 period

Submitted For: Randy Barker Submitted By: Dianne West, Purchasing

Department: Purchasing **Agenda Category:** Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the extension of Agreement #1903-307 Food Services for Juvenile Services, Amendment 3, renewal option 1, for the same terms and conditions as the existing contract, with the exception of Consumer Price Index (CPI) price changes for the renewal period subject to Commissioners Court approval.

Background

This is the first renewal option period for this contract. Juvenile Services Department submitted a Vendor Performance Report (VPR) stating the vendor met contract requirements and recommends renewal. The department point of contact is Abigail Dass. The funding source for this requirement is budgeted under Food Services, 01.0100.0576.003306.

Fiscal Impact

	A () I	B	A 4
From/To	Acct No.	Description	Amount

Attachments

1903-307 Juvenile Food Service First Amendment Second Amendment Third Amendment

Form Review

Inbox Reviewed By Date

Purchasing (Originator) Randy Barker 06/11/2020 10:00 AM County Judge Exec Asst. Andrea Schiele 06/11/2020 10:40 AM

Form Started By: Dianne West Started On: 05/20/2020 02:01 PM

Final Approval Date: 06/11/2020

19.

OPERATING AGREEMENT FOOD SERVICE FOR WILLIAMSON COUNTY JUVENILE SERVICES

This OPERATING AGREEMENT (the "Agreement") is made as of July 1, 2019 (the "Effective Date") by and between the County of Williamson, Texas with offices at 1821 E. Inner Loop, Suite 1, Georgetown, TX 78626 (the "County"), and Aramark Correctional Services, LLC, a Delaware limited liability company, having a place of business at 2400 Market Street, Philadelphia, Pennsylvania 19103 ("Aramark").

WITNESSETH:

- 1. GRANT: The County hereby grants to Aramark the exclusive right to provide food service (excluding vending machine operation) for the County's inmates, staff and visitors at the Williamson County Juvenile Justice Center located at 200 Wilco Way, Georgetown, TX 78626 (the "Facility"). Aramark hereby agrees to furnish nutritious, wholesome, and palatable food to such inmates, staff and visitors in accordance with this Agreement. The food service shall meet all current standards as established by:
 - A. The American Correctional Association.
 - B. The Food and Nutritional Board of the National Academy of Sciences as prescribed for immates.
 - C. The State of Texas.

2. OPERATIONAL RESPONSIBILITIES:

A. Facilities And Equipment: The County shall, at its expense, provide Aramark with adequate preparation kitchen, office and storage facilities at the Facility, completely equipped and ready to operate, together with such heat, refrigeration and utilities services (including telephone and internet service) as may be reasonably required for the efficient performance of the Agreement.

The County shall furnish building maintenance services for the Facility and shall provide preventive maintenance and equipment repairs and replacements for the County-owned equipment. The County shall furnish and maintain an adequate inventory of serviceware, thermal tray and delivery equipment, pots, pans, beverage containers and utensils at the Facility.

Should the County fail to provide the equipment, repair, maintenance and replacement services or supplies described in this Section, after notice from Aramark to do so, Aramark may, in its discretion and at its option, choose to provide, and bill the County for, such equipment, repair, maintenance and replacement services or supplies. In that event, the County shall pay for such equipment, repair, maintenance and replacement services or supplies at the

prices billed by Aramark. Such prices shall be competitive with the cost of obtaining such products or services from an independent source in the open market.

- B. Emergency Plan: Aramark shall submit a contingency emergency plan to provide for meal service in the event of a Force Majeure (hereinafter defined) within 60 days after the commencement of operations. In the event of a Force Majeure, the County shall assist Aramark by permitting reasonable variations in Aramark's menu cycle and service methods. However, Aramark shall not be relieved of its responsibility to provide meal service under the terms of this Agreement. Additional costs, if any, incurred in providing service in the event of a Force Majeure shall be borne by the County. The term "Force Majeure" means any war, riot or other disorder, strike or other work stoppage, act of terrorism, fire, flood, or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent.
- C. Meal Delivery: Facility personnel shall receive meals at the County kitchen, shall transport such meals to appropriate areas, and shall return all trays and delivery equipment to Aramark at the County kitchen, in a timely manner.
- D. Food Products And Cleaning Supplies: Aramark shall purchase and pay for all food products and kitchen cleaning supplies. Products purchased for use in the food service operation shall be the property of Aramark. The County shall be responsible for providing maintenance supplies and for maintaining kitchen appliances and equipment at the County's expense.

Aramark shall purchase all food products from USDA inspected plants that are approved as strictly complying with food safety standards. All food products purchased have a manufacturer's and distributor's assurance of safe handling. Food products are reviewed and approved by Aramark's registered dietitians to ensure that the food products meet inmate acceptability and nutritional standards.

- E. Portion Size Requirements: All entrée portions listed on the menu that are purchased fully cooked, within the manufacturer's tolerance specifications, are based on weight measurements prior to reheating. Casserole portions and entrée portions made from scratch are based upon weight measurements after the food has been cooked according to standardized recipes.
- F. Menu: The menu served at the Facility may be modified in any way by mutual agreement of the parties.
- G. Sanitation: Aramark shall be responsible for daily cleaning and housekeeping in the food preparation, service, receiving and storage areas, and shall, on a continuing basis, maintain high standards for sanitation. The County shall provide janitorial services outside the kitchen facilities provided to Aramark. The County shall clean the vents and ductwork leading to

the roof from food preparation areas. The County shall be responsible for extermination services and the removal of trash and garbage from the designated food service area.

H. Personnel: Aramark shall provide on-site management and supervisory personnel, and from its regional and headquarters locations, administrative, dietetic, purchasing, equipment consulting and personnel advice and supervision. The County shall provide inmate workers at the Facility kitchen. The number of inmates required shall be determined by the County liaison and Aramark's district manager prior to the commencement of operations. Such inmates shall be assigned duties in the food service operation that may include sanitation, food preparation and production, and storeroom functions.

The County acknowledges that Aramark has invested considerable amounts of time and money in training its management and supervisory employees in systems, procedures, methods, forms, reports, formulas, computer programs, recipes, menus, plans, techniques and other valuable information which is proprietary and unique to Aramark's manner of conducting its business and that such information is available, on a confidential basis, to Aramark's management and supervisory employees. Therefore, the County agrees that management and supervisory employees of Aramark shall neither be hired by the County for the term of this Agreement and twelve (12) months thereafter, nor shall the County permit management and supervisory employees of Aramark to be employed on the County's premises for a period of twelve (12) months subsequent to the termination of this Agreement (unless such employees were formerly employees of the County). For the purpose of this prohibition, "management and supervisory employees" shall be defined as those persons who have directly or indirectly performed management or professional services on the County's premises at any time during the twelve (12) month period immediately preceding termination of this Agreement.

In addition, the County agrees that if it violates the conditions set forth in the immediately preceding paragraph, then the County shall pay to Aramark, and Aramark shall accept as liquidated damages and not as a penalty for such breach, an amount equal to two times the annual salary of each Aramark management or supervisory employee hired by the County or allowed to work on the County's premises in violation of the terms of this Agreement.

The County retains the right to thoroughly investigate any current or prospective employees assigned to the Facility, subject to applicable Federal, state and local laws and regulations, including but not limited to, the Federal Polygraph Protection Act, as amended. If Aramark incurs any costs, including legal fees, retroactive wages and damages, as a result of any personnel action taken by the County or by Aramark at the direction of the County, which Aramark would not have taken but for the County's direction, the County shall reimburse Aramark for such costs.

I. Equal Employment Opportunity: Aramark and the County mutually agree that they shall not discriminate against any employee or applicant for employment or on any matter directly or indirectly related to employment, because of race, color, religion, sex, sexual

preference, national origin, physical or mental handicap where not relevant to the job, height, weight, age, marital status, or other criteria made illegal by state or federal law or the County policy. In addition, Aramark agrees to take affirmative steps to ensure that applicants are employed, and that employees are treated, during employment, without regard to the criteria listed above.

J. Insurance: Aramark shall provide and maintain the following insurance coverage:

Worker's Compensation insurance as required by law.

Comprehensive General (Public) Liability to include (but not be limited to) the following: Premises/operation; independent contractors; bodily injury; products/completed operation; contractual liability with a combined single limit for bodily injury and property damage of \$1,000,000.00 per occurrence. Aramark may satisfy these requirements through a combination of primary and excess coverage.

The County and Aramark waive any and all right of recovery from each other for property damage or loss of use thereof, howsoever occurring. This waiver shall include, but not be limited to, losses covered by policies of fire, extended coverage, boiler explosion and sprinkler leakage. This waiver shall not apply to claims for personal injury or death.

Any insurance coverage (additional insured or otherwise) that Aramark provides for the County, its officers, employees, agents and servants shall only cover liability assumed by Aramark in this Agreement; such insurance coverage shall not cover liability in connection with or arising out of the wrongful or negligent acts or omissions of the County or its officers, employees, agents and servants.

K Hazardous Substances; Pre-Existing Conditions. Aramark has no duty to investigate, detect, prevent, handle, encapsulate, remove, or dispose of, and will have no responsibility to the County or others for any exposure of persons or property to, asbestos, lead, fuel storage tanks or contents, indoor air pollutants or contaminants, poor air quality, or hazardous, toxic, or regulated waste substances, mold, fungi, mildew, pollutants, or contaminants (collectively, the "Hazardous Substances") at the Facility or the surrounding premises. The County will comply with all applicable federal, state, and local laws and regulations, which have been or will be enacted during the term of this Agreement, regarding such Hazardous Substances on the County's premises. The County will inform Aramark of the presence of such Hazardous Substances and acknowledges that Aramark employees will not be required to work in any location where they could be exposed to such Hazardous Substances. Aramark has advised the County that it does not provide or assume any responsibility to monitor or remediate mold, fungi, mildew, indoor air quality or any similar conditions, and that all determinations and corrective actions regarding mold, fungi, mildew, indoor air quality and any similar conditions shall be made by the County or a third party retained by the County. In no case will any Aramark employee act in the capacity of a "Designated Person" (within the meaning of the Asbestos Hazard Emergency Response Act, "AHERA"), which duties remain solely with the County.

Aramark will not be responsible for any conditions that existed in, on, or upon the Facility before the commencement date of this Agreement ("Pre-Existing Conditions"), including, without limitation, environmental impairments, and other conditions. The County shall indemnify and hold harmless Aramark, its subsidiaries and affiliated companies, and their respective directors, officers and employees, against any liability related to, or arising out of, any defective condition or the presence of Hazardous Substances or Pre-Existing Conditions on or at the Facility or the surrounding premises, or the claimed or actual release or threatened release or disposal of Hazardous Substances from or at the Facility, to the extent not caused by the willful misconduct or grossly negligent acts or omissions of Aramark, its employees or subcontractors, including, without limitation, fines, penalties, clean-up costs, or costs of other environmental remediation measures.

- L. Damages: In no event will either party be liable to the other party for any loss of business, business interruption, consequential, special, indirect or punitive damages.
- M. Compliance With Laws: Each party hereto shall comply with all statutes, lawful ordinances, regulations and requirements, federal, state, and local applicable to their activities hereunder. The County shall provide reasonable and adequate physical security at all times for Aramark employees, suppliers, management and other authorized visitors.
- N. License, Fees, Permits, And Taxes: Aramark shall secure and pay for all federal, state and local licenses, permits and fees required for the food service operation. The County represents and warrants that it is a tax-exempt entity and, further, agrees to provide evidence of its tax-exempt status to Aramark upon request. The County further agrees to notify Aramark promptly in the event of a change in its tax-exempt status. In the event that a determination is made by a government authority that any sales, purchases, payments or use of property made to or by Aramark under this Agreement, either in whole or in part, is subject to any sales, use, gross receipts, property or any similar tax which tax was not contemplated by the parties at the commencement of operations hereunder, the full amount of any such tax liability, together with any interest paid by Aramark, shall be invoiced by Aramark and shall be reimbursed by the County, notwithstanding the fact that this Agreement may have expired or been terminated for any reason by either party prior to the date of such determination.

3. FINANCIAL AND ACCOUNTING ARRANGEMENTS:

A. Meal Service and Prices: Aramark shall provide meals to the County's inmates, staff and visitors at the per meal prices set forth in Attachment A. Aramark will provide, at no additional cost, a lacto-ovo vegetarian and/or vegan diet for all religious requests from the administrative or religious authority. Other religious meals requested by the administration or religious authority, such as prepackaged meals, shall be provided at a price to be mutually agreed in

advance. The County shall notify Aramark of the actual number of meals ordered each day at a mutually agreed upon time prior to meal service, and the County shall make additions or deletions to such order within a mutually agreed upon time prior to meal service. When the initial notice of meals ordered is not given timely, Aramark shall prepare and will be paid for the same number of meals as prepared for the previous day.

B. Price Adjustments: The per meal prices stated in this Agreement are firm for the period beginning on the Effective Date and ending on June 30, 2020. Per meal prices for each subsequent 12-month period shall be increased on each anniversary of the Effective Date by an amount to be mutually agreed upon and set forth in an amendment to this Agreement in the form attached hereto as Attachment B; provided, however, that in the event no agreement is reached with respect to such increase, per meal prices shall be increased as further set forth below by the greater of the (a) yearly percentage change in the Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home Index ("CPI-FAH"), published by the U.S. Department of Labor and (b) the yearly percentage change in the Market Basket of Products (as defined below) which approximate the products served at the facilities covered by this Agreement (the "Client Menu"). The period for determining CPI-FAH and Market Basket of Products increases shall be April of the immediately preceding year to April of the then-current year (the "Base Period").

As set forth on the sample client statement attached as Attachment C, a copy of which shall be provided prior to implementing any price adjustments pursuant to this section, the "Market Basket of Products" represents categories or types of products that are generally used in the Client Menu. Such products are classified into the following six categories of food items (each, a "Menu Category"): beverage (composed of juice and non-alcoholic drinks other than milk): baked goods; produce (composed of fruits and vegetables); dairy; meat; and grocery items (composed of the food items in the menu that are not otherwise included in one of the preceding categories). Each Menu Category will be ascribed a percentage (the "Category Weighting") representing the proportion of the Client Menu that such Menu Category approximately represents based on purchasing levels during the Base Period. Each Category Weighting will then be multiplied by the percentage change in the corresponding Bureau of Labor Statistics ("BLS") category compiled by the U.S. Department of Labor and published at www.bls.gov for the Base Period, and the results of each such calculation will be added together to arrive at the overall percentage change which will represent the Market Basket of Products. For the avoidance of doubt, the BLS categories to be multiplied by the Category Weightings are (1) Beverage, All Urban Consumers, U.S. City Average; (2) Baked Goods, All Urban Consumers, U.S. City Average; (3) Produce, All Urban Consumers, U.S. City Average; (4) Dairy, All Urban Consumers, U.S. City Average; (5) Meat, All Urban Consumers, U.S. City Average; and (6) Food, All Urban Consumers, U.S. City Average. In the event that there are any changes in the method in which the BLS reports its annual statistics, including any changes or modifications to any of the applicable BLS categories, the parties agree to negotiate a mutually agreeable modification to the appropriate Market Basket of Products category or categories or the methodology described above. If the parties do not agree on such a modification, Aramark shall

have the right to terminate the Agreement upon 90 days' prior written notice. The Market Basket of Products is designed to approximate price adjustments with product cost increases at the facility or facilities covered by this Agreement. The Market Basket of Products is an estimate of food costs only and actual costs may vary. While the Menu Categories attempt to approximate the products served at the facility or facilities covered by this Agreement, they may not precisely parallel actual usage or the BLS categories listed above.

Please refer to Attachment C for an example of the Market Basket of Products calculation.

- C. Additional Services: Food, beverage and other services required or desired by the Facility outside the scope of this Agreement (including Fresh Favorites) shall be provided by Aramark upon written authorization by the County and/or Sheriff at mutually agreed upon prices for such services.
- D. Billing: Aramark shall submit to the County on the first day of every week, for the preceding week an invoice for inmate/staff meals ordered or served, whichever is greater, and other goods or services provided by Aramark, if any. The invoice shall reflect the preceding week's food services detailing the greater of the number of meals served or ordered on a daily basis as follows:
 - 1. Adult inmate meals
 - 2. Staff/visitor meals
 - 3. Any additional food, beverage or other services, as required

Aramark shall provide the County with a comprehensive monthly summary of meals, services and credits. This summary shall be forwarded to the County Administrator or his designee each month.

- E. Manner Of Payment: The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. Payment shall be made by check payable to Aramark Correctional Services, LLC. Such payment shall be sent to the address listed in the invoice. Payments only shall be sent to this address, all other correspondence shall be sent to the address set forth in Section 8 hereof. An invoice shall be deemed overdue the thirty-first (31st) day after the later of the following:
 - A. The date the County receives the goods under the Contract;
 - B. The date the performance of the service under the Contract is completed; or
 - C. The date the Williamson County Auditor receives an invoice for the goods or services.

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

In the event that an error appears in an invoice submitted by the Successful Respondent, the County shall notify the Successful Respondent of the error not later than the twenty-first (21st) day after the date the County receives the invoice. If the error is resolved in favor of the Successful Respondent, the Successful Respondent shall be entitled to receive interest on the unpaid balance of the invoice submitted by the Successful Respondent beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, the Successful Respondent shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by the Texas Government Code, Chapter 2251, if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

- A. Name, address, and telephone number of the Successful Respondent and similar information in the event the payment is to be made to a different address.
- B. The County Contract, Purchase Order.
- C. Identification of items or service as outlined in the Contract.
- D. Quantity or quantities, applicable unit prices, total prices and total amount.
- E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department

Email: accountspayable@wilco.org

Phone: 512-943-1500

4. MATERIAL ADVERSE CHANGE: The financial arrangements in this Agreement are based on conditions existing as of the Effective Date including any representations regarding existing and future conditions made by County in connection with the negotiation and execution of this Agreement. If such conditions change due to causes beyond Aramark's control, including, but not limited to, a change in the scope of Aramark's services; menu changes; a decrease in the Facility's inmate population or the availability of inmate labor; efforts to organize labor; increases in food, fuel, equipment, utilities, supply, and labor costs; Federal, State and local sales, and other taxes and other operation costs; a change in Federal, State and local standards, requirements recommendations, and regulations including any applicable Child Nutrition Programs; or other unforeseen external market conditions outside Aramark's control, then Aramark shall give County written notice of such increase or change, and within thirty (30) calendar days after such notice, Aramark and County shall mutually agree upon modification(s) to offset the impact of the increase or change, which modifications may include any or a

combination of the following: an adjustment to Aramark's price per meal, modifications to the menu, or modifications to Aramark's scope of services.

- 5. <u>ACCESS AND RECORDS</u>: Aramark will maintain accurate books and records in connection with the food service operation and shall retain such records for thirty-six (36) months after the close of the federal fiscal year (October 1, through September 30).
- 6. TERM OF AGREEMENT: The initial term of this Agreement shall commence on July 1, 2019, and shall continue through June 30, 2020. By mutual agreement, this Agreement may be renewed for four (4) additional one year periods. Thereafter, the County and Aramark may extend this Agreement for additional periods of twelve (12) months each, provided that the services to be provided, and the prices thereof, for the extension period, have been mutually agreed upon by the County and Aramark.

7. TERMINATION:

- A. Termination For Convenience: Either party may terminate this Agreement for convenience, at any time during the term or any renewal or extension, upon ninety (90) days notice to the other party.
- B. Termination For Default: Either party may terminate this Agreement upon a breach or default of this Agreement by the other party, which is not cured within thirty (30) days after receipt by the defaulting party of a notice from the non-defaulting party, specifying the nature of such breach or default.
- C. Consequences Of Termination: If this Agreement is terminated under any circumstances, the County shall pay Aramark for all inmate and staff meals, and other services, provided by Aramark to and including the date of termination, at the prices and within the payment periods set forth in this Agreement. The County's obligation to pay for meals and services provided shall survive the termination or expiration of this Agreement.

Upon the expiration or any termination of this Agreement, the County agrees, if requested by Aramark, to purchase Aramark's usable inventory of food and supplies. The purchase price for such inventory shall be Aramark's invoice cost.

- 8. <u>NOTICE</u>: All notices or other communication hereunder shall be deemed to be duly given when made in writing and delivered in person or deposited in the United States mail, postage prepaid, certified mail, return receipt requested and addressed to the party at its respective address first set forth above, or such other address as it may designate, by notice given as aforesaid.
- 9. <u>CONFLICTS OF INTEREST</u>: Aramark covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree

with performance of this Agreement and no person having any such interest shall be employed. In addition, no officer, agent or employee of the County and no member of its governing body shall participate in any decision relating to this Agreement which affects his/her personal interest or any corporation, partnership, association which he/she is directly or indirectly interested or has any personal or pecuniary interest.

- 10. <u>CONFIDENTIAL INFORMATION</u>: All financial, statistical, operating and personnel materials and information, including, but not limited to, software, technical manuals, recipes, menus and meal plans, policy and procedure manuals and computer programs relative to or utilized in Aramark's business (collectively, the "Aramark Proprietary Information") are and shall remain confidential and the sole property of Aramark and constitute trade secrets of Aramark. The County shall keep all Aramark Proprietary Information confidential and shall use the Aramark Proprietary Information only for the purpose of fulfilling the terms of this Agreement. The County shall not photocopy or otherwise duplicate any materials containing any Aramark Proprietary Information without the prior written consent of Aramark. Upon the expiration or any termination of this Agreement, all materials containing any Aramark Proprietary Information shall be returned to Aramark.
- 11. <u>ASSIGNMENT</u>: Aramark may not assign this Agreement without the County's prior written consent (not to be unreasonably withheld, conditioned or delayed), except that Aramark may assign this Agreement, in its sole discretion, to any of its affiliates without any consent being required. The term "affiliate" means any corporation, limited liability company or any other person controlling, controlled by or under common control with, Aramark.
- 12. PRESS RELATIONS: Aramark shall coordinate with the County Sheriff or Facility Administrator on any and all press or media releases.
- 13. PUBLICITY RIGHTS: Neither Aramark nor County shall disclose the terms of this Agreement to any other person or entity outside its organization other than as required by law. Neither County nor Aramark and its Affiliates shall, without the other Party's consent, use the other Party's name, logo, trademark or otherwise refer to or identify the other Party in any publicity matters relating to the Services. Notwithstanding the foregoing, both Parties and their respective Affiliates may, without prior consent of the other Party, use that Party's name or logo and the existence of this Agreement in connection with earnings calls or similar matters with their respective investors or analysts as well as communications to prospective clients (if applicable) and for use in such Party's marketing materials.
- 14. ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement 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 Agreement include the following: (a.) Williamson County RFP #1903-307, which is incorporated herein as if copied in full; (b.) Aramark Response to RFP #1903-307, which is incorporated herein as if copied in

full; and (c.) Any required insurance certificates evidencing required coverages. In the event of a conflict between documents; the following is the order of control:

- 1. Agreement
- Aramark's Response to RFP #1903-307
- 3. Williamson County RFP #1903-307
- 15. <u>SEVERABILITY</u>: If any provision hereof or the application thereof to any person or circumstance is held to any extent, to be void, invalid or unenforceable, the remainder of this Agreement, and the application of such provision to other persons or circumstances, shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.
- 16. <u>WAIVER</u>: The failure of Aramark or the County to exercise any right or remedy available under this Agreement upon the other party's breach of the terms, covenants and conditions of this Agreement or the failure to demand the prompt performance of any obligation under this Agreement shall not be deemed a waiver of such right or remedy; or the requirement of punctual performance; or of any subsequent breach or default on the part of the other party.
- 17. COUNTERPARTS: PDF AND FACSIMILE SIGNATURES. This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one, and the same, document. Signatures of the Parties may be exchanged by pdf or facsimile, and such pdf or facsimile signature pages shall be deemed originals in all respects. It shall not be necessary in making proof of this Agreement or any counterpart to produce or account for any of the other counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the day and year first above written.

Aramark Correctional Services, LLC

County of Williamson State of Texas

Mark R. Adams

Vice President, Finance

By: Valerie Covery Presiding Officer

Attachment A Williamson County, Texas Effective July 1, 2019 through June 30, 2020

<u>Price per Meal</u>

Breakfast	\$3.62
Lunch	\$3.62
Dinner	\$3.62
Snack	\$2.448

FORM OF AMENDMENT FOR IMPLEMENTING MARKET BASKET INCREASES

Attachment B

Amendment No. __ to Operating Agreement

THIS AMENDMENT NO (the "Amenda 20 by and between, with of Aramark Correctional Services, LLC, a Delaware limits and the correction of the correc	nent"), is entered into this day of,
20_ by and between, with of	fices at(""), and
Aramark Correctional Services, LLC , a Delaware libusiness located at the ARAMARK Tower, 1101 Market	imited liability company, having its principal place of et Street, Philadelphia PA 19107 ("Aramark").
WHEREAS, and ARAMARK enter the management of the food service operation at	tered into an dated for
the management of the food service operation at	(as amended, the "Agreement");
WHEREAS, the parties acknowledge the need and	d to address volatility in the cost of food commodities;
WHEREAS, the parties desire to amend the	e provisions of the Agreement as follows, effective
NOW, THEREFORE, in consideration of Agreement and for other good and valuable considera acknowledged, the parties agree as set forth below. Cap have the meanings ascribed to such terms in the Agreem	pitalized terms used but not defined in this Amendment
1. Price Adjustment: In accordance with Agreement] [Paragraph of the Agreement], the partie by ARAMARK shall be changed as set forth on Attach Index] [changes in the Market Basket of Products] [meffective from, 20 through price per meal set forth in Paragraph [] of the Agreparties.	es agree that the price per meal charged to
2. Release: The methodology used to determi Weighting percentages ascribed to each Menu Categor their execution of this Amendment, each party hereby w upon or arising out of any such methodology (includin meal as set forth in this Amendment, and further agrees such methodology or calculation.	ry, has been reviewed and accepted by the parties. By raives and releases any and all claims it may have based by the elements thereof) used to calculate the price per
3. Except as specifically set forth herein, all other unaffected by this Amendment and continue in full force	
IN WITNESS WHEREOF, the parties hereto their duly authorized representatives the day and year fin	o have caused this Amendment No to be signed by rst written above.
Aramark Correctional Services, LLC	
By:	Ву:
Mark Adams	
Vice President Finance	

Sample Client Statement - Market Basket of Products Calculation XYZ County Exhibit Market Basket Price Redetermination Statement Period Ended Current Month xxth, 2009

		Current Month	
	Menu	Category	Weighted
<u>CATEGORY</u>	<u>Weighting</u>	CPI %	CPI %
Baked Goods	12.62%	8.83%	1.11%
Beverage	5.68%	4.71%	0.27%
Dairy	12.51%	-5.00%	-0.63%
Grocery *	23.32%	4.80%	1.12%
Produce	17.15%	1.00%	0.17%
Protein Protein	28.73%	5.20%	1.49%
TOTAL	100.00%		3.54%
Current Month CPI Food Away from Home			
Index			4.76%
Greater of Market Basket to Current Month CP	I - Food Away 1	rom Home	4.76%

XYZ County Exhibit Market Basket Price Redetermination Statement Period Ended Current Month xxth, 2009

	9.0	Current Month	San
CATEGORY	Menu Welahtina	Category CPI %	Weighted CPL%
Baked Goods	12.62%	8.83%	1.11%
Beverage	5.68%	4.71%	0.27%
Dairy	12.51%	6.00%	0.75%
Grocery *	23.32%	4.80%	1.12%
Produce	17.15%	1.00%	0.17%
Protein	28.73%	5.20%	1.49%
TOTAL	100.00%		4.92%
Current Month CPI Food Away from Home			
Index			4.76%

Greater of Market Basket to Current Month CPI - Food Away from Home

4.92%

Notes

* This category includes all menu items that are not otherwise included in another Menu Category. ARAMARK applies the BLS CPI Food index to the "Grocery" Menu Category for the calculation. The "Food" index encompasses the items in all Menu Categories in addition to food items not used at the facility or facilities covered by this Agreement.

Amendment No. 1 to Operating Agreement – Food Services for the Williamson County Juvenile Service

THIS AMENDMENT NO. 1 (the "Amendment"), is entered into this _____ day of March, 2020, by and between the County of Williamson, Texas ("County"), and Aramark Correctional Services, LLC, ("Aramark") a Delaware limited liability company, having its principal place of business located at the 2400 Market Street, Philadelphia, PA 19103 ("Aramark").

WHEREAS, on July 1, 2019, the parties entered into an Operating Agreement for the management of the food services operation at the Williamson County Juvenile Justice Center located at 200 Wilco Way, Georgetown, TX 78626 (as amended, the "Agreement");

WHEREAS, Aramark's response to RFP 1903-307 was incorporated into the Agreement by reference and proposed a financial commitment for a gas convection steamer;

WHEREAS, the parties desire to add the mid-morning snack service;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below. Capitalized terms used but not defined in this Amendment have the meanings ascribed to such terms in the Agreement.

1. In accordance with Aramark's response to RFP 1903-307, which was incorporated into the Agreement according to paragraph 14 of the Agreement; for the avoidance of doubt, the Parties mutually agree that the following provision from Aramark's response to RFP 1903-307 shall be added to the Agreement as 3F:

3.F. FINANCIAL COMMITMENT: Aramark shall make a financial commitment to County in an amount up to \$15,000 (the "Financial Commitment). County agrees to invest the Financial Commitment in Convection Steamer as described in Attachment A at the Facility. Any equipment purchased by Aramark on County's behalf shall be purchased as a "sale-for resale" to the County. County shall hold title to all such equipment (with the exception of those items which bear the name of Aramark, its logo, or any of its logo, service marks or trademarks or any logo, service marks or trademarks of a third party) upon such resale. County acknowledges that it is a taxexempt entity and will provide Aramark with a copy of the appropriate tax-exempt certificate. The Financial Commitment shall be amortized on a straight-line basis through June 30, 2024, commencing upon when the Convention Steamer is placed into service. Upon expiration or termination of this Agreement by either party for any reason whatsoever prior to the complete amortization of the Financial Commitment. County shall reimburse Aramark for the unamortized balance of the Financial Commitment as of the date of expiration or termination plus all accrued but unbilled interest as of the date of expiration or termination. Such interest shall accrue from the effective date of this Amendment at the Prime Rate plus two percentage points per annum, computed each accounting period on the declining balance. In the event such amounts owing to Aramark are not paid to Aramark within 30 days of expiration or termination, County agrees to pay interest on such amounts at the Prime Rate plus two percentage points per annum, compounded monthly from the date of expiration or termination, until the date paid. The right of Aramark to charge interest for late payment shall not be construed as a waiver of Aramark's right to receive payment of invoices within 30 days of the invoice date. Any portion of the Financial Commitment that is not expended prior to the expiration or earlier termination of the Agreement shall revert to Aramark.

2. Effect of Amendment: Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be signed by their duly authorized representatives the day and year first written above.

Aramark Correctional Services, LLC

Mark R. Adams 3-10-2020

Vice President, Finance

County of Williamson State of Texas

By: Judge Bill; Gravett Jr. (Mar 27, 2020)

Attachment A Convection Steamer Gas



Quote

04/08/2019

Projects Williamson County Jall/ARA-Steamer

Fronts Cook's Direct Linda Stock 27725 Diahi Rd. Warrenville, IL 60555 800-956-5571 x139

Job Reference Number: \$555

om C	v	Description	Sall	Sell Total
1	. 80	CONVECTION STEAMER, GAS	\$13,743.26	\$13,749.26
		Vulcan Model No. C24GA6		
		Convection Steamer, Gas, 2 compartments on 24" cabinet base, (6) 12"		
		x 20° x 2-1/2" deep total pan capacity, high output stainless steel		
****		steam generator with Timed Smart Drain & PowerFlush, staged water		
a Tă		fill, professional controls with 60 minute timer, buzzer for each		
a a		compartment, and constant steam feature, split water line, steinless		
		steel interior, exterior, frame & flanged feet, 125,000 BTU		
1	l co	NOTE: Item qualifies for a no charge equipment check out after the		
		unit has been fully installed and put into service. Contact your Vulcan		
غ.		Representative for more details		
		1 year limited perts & lebor warranty, standard		
		Gas type to be specified		
		120v/60/1-ph with ground, 300w, 2.0 emps, with 6 foot power cord & 3- prong plug, stendard		
2	00	HOSEWTR 3/4BBV Flex stainless steel water hose 72°, 3/4" famale	\$114.18	<optional></optional>
		NSHT (2 per unit required for gas & electric, 5 with filter system, 1 per		
		unkt for direct steam)		#
		N. C.	m Total:	\$18,749.28
	l ca	CONVECTION STEAMER, GAS	\$14,289.79	<alternate></alternate>
(I		Vulcan Model No. C24GA10		
		Convection Steamer, Gas, 2 compartments on 24" cabinat base, (10)12"		
Marie Marie		x 20" x 2-1/2" deep total pan capacity, high output stainless stae!		
*****		steam generator with Timed Smart Drain & PowerFlush, staged water		
		fill, professional controls with 60 minute timer, buzzer for each		
r Aq		fill, professional controls with 60 minute timer, buzzer for each compartment, and constant steam feature, split water line, stainless		
		fill, professional controls with 60 minute timer, buzzer for each compartment, and constant steam feature, split water line, stainless steal interior, exterior, frame & flanged feet, electric ignition, 125,000		
n nd	1 ma	fill, professional controls with 60 minute timer, buzzer for each compartment, and constant steam feature, split water line, stainless steal interior, exterior, frame & flanged feet, electric ignition, 125,000 BTU		<alternate></alternate>
n Ha	1. ca	fill, professional controls with 60 minute timer, buzzer for each compartment, and constant steam feature, split water line, stainless steal interior, exterior, frame & flanged feet, electric ignition, 125,000 BTU NOTE: item qualifies for a no charge equipment check out after the		<alternates< td=""></alternates<>
n na	1. 02	fill, professional controls with 60 minute timer, buzzer for each compartment, and constant steam feature, split water line, stainless steal interior, exterior, frame & flanged feet, electric ignition, 125,000 BTU NOTE: item qualifies for a no charge equipment check out after the unit has been fully installed and put into service. Contact your Vulcan		<alternate></alternate>
k ud		fill, professional controls with 60 minute timer, buzzer for each compartment, and constant steam feature, split water line, stainless steal interior, exterior, frame & flanged feet, electric ignition, 125,000 BTU NOTE: item qualifies for a no charge equipment check out after the unit has been fully installed and put into service. Contact your Vulcan Representative for more details		
n njal	10*	fill, professional controls with 60 minute timer, buzzer for each compartment, and constant steam feature, split water line, stainless steal interior, exterior, frame & flanged feet, electric ignition, 125,000 BTU NOTE: item qualifies for a no charge equipment check out after the unit has been fully installed and put into service. Contact your Vukan Representative for more details 1 year limited parts & labor warranty, standard		<alternate></alternate>
n na	1 ex 1 ex	fill, professional controls with 60 minute timer, buzzer for each compartment, and constant steam feature, split water line, stainless steal interior, exterior, frame & flanged feet, electric ignition, 125,000 BTU NOTE: item qualifies for a no charge equipment check out after the unit has been fully installed and put into service. Contact your Vulcan Representative for more details 1 year limited parts & labor warranty, standard Gas type to be specified		<alternate></alternate>
n mid	1 ex 1 ex	fill, professional controls with 60 minute timer, buzzer for each compartment, and constant steam feature, split water line, stainless steal interior, exterior, frame & flanged feet, electric ignition, 125,000 BTU NOTE: item qualifies for a no charge equipment check out after the unit has been fully installed and put into service. Contact your Vulcan Representative for more details 1 year limited parts & labor warranty, standard Gas type to be specified 120v/60/1-ph with ground, 300w, 2.0 amps, with 6 foot power cord & 3		<alternate></alternate>
n njal	1 ex 1 ex	fill, professional controls with 60 minute timer, buzzer for each compartment, and constant steam feature, split water line, stainless steal interior, exterior, frame & flanged feet, electric ignition, 125,000 BTU NOTE: item qualifies for a no charge equipment check out after the unit has been fully installed and put into service. Contact your Vulcan Representative for more details 1 year limited parts & labor warranty, standard Gas type to be specified		<alternate> <alternate> <alternate> <alternate> initial:</alternate></alternate></alternate></alternate>

04/09/2019

Item	Qty	<u>Description</u>	Soil	Sell Total
*	2 00	HOSEWTR 3/48BV Flex steinless steel water hose 72", 3/4	'female \$114.18	<optional></optional>
		NSHT (2 per unit required for gas & electric, 3 with filter s	/stam, 1 par	
		unit for direct steam)		
			M TOTAL: «Alternate»	\$14,510.13
**************************************	99 49999,		Total	\$13,743.26
	Retu	rned equipment may be subject to manufacturer restoci	i fee.	
	Acceptar		E (S):	o sa tifre i fel li kelenggayan awal kosaki sa kanancan kanan sa kanan -
	Printed I	lame:		
	Project 6	rand Total: \$13,743.26		

Agenda Item 23884 - Amendment 1 - Aramark

Final Audit Report

2020-03-27

Created:

2020-03-23

Ву:

Thomas Skiles (blake.skiles@wilco.org)

Status:

Signed

Transaction ID:

CBJCHBCAABAAz8QswJPvy2ezzl3GNbp7hRUNM9T1EW-i

"Agenda Item 23884 - Amendment 1 - Aramark" History

- Document created by Thomas Skiles (blake.skiles@wilco.org) 2020-03-23 1:54:49 PM GMT- IP address: 66.76.4.65
- Document emailed to aschiele@wilco.org for delegation 2020-03-23 1:55:22 PM GMT
- Email viewed by aschiele@wilco.org
- Document signing delegated to Judge Bill; Gravell Jr. (bgravell@wilco.org) by aschiele@wilco.org 2020-03-26 10:22:09 PM GMT- IP address: 66,76,4,65
- Document emailed to Judge Bill; Gravell Jr. (bgravell@wilco.org) for signature 2020-03-26 10:22:09 PM GMT
- Email viewed by Judge Bill; Gravell Jr. (bgravell@wilco.org) 2020-03-27 9:19:33 PM GMT- IP address: 66.76.4.65
- Document e-signed by Judge Bill; Gravell Jr. (bgravell@wilco.org)

 Signature Date: 2020-03-27 9:20:10 PM GMT Time Source: server- IP address: 66.76.4.65
- Signed document emailed to Erica Smith (erica.smith@wilco.org), aschiele@wilco.org, Judge Bill; Gravell Jr. (bgravell@wilco.org), Thomas Skiles (blake.skiles@wilco.org), and 1 more 2020-03-27 9:20:10 PM GMT

Amendment No. 2 to Operating Agreement – Food Services for the Williamson County Juvenile Service

THIS AMENDMENT NO. 2 (the "Amendment"), is entered into this _____ day of March, 2020, by and between the County of Williamson, Texas ("County"), and Aramark Correctional Services, LLC, ("Aramark") a Delaware limited liability company, having its principal place of business located at the 2400 Market Street, Philadelphia, PA 19103 ("Aramark").

WHEREAS, on July 1, 2019, the parties entered into an Operating Agreement for the management of the food services operation at the Williamson County Juvenile Justice Center located at 200 Wilco Way, Georgetown, TX 78626 (as amended, the "Agreement");

WHEREAS, Aramark's response to RFP 1903-307 was incorporated into the Agreement by reference and proposed a financial commitment for a gas convection steamer;

WHEREAS, the parties desire to add the mid-morning snack service;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below. Capitalized terms used but not defined in this Amendment have the meanings ascribed to such terms in the Agreement.

- 1. Mid-Morning Snack: In accordance with Paragraph 3C, Additional Services, of the Agreement, Aramark and the County mutually agree that Aramark shall provide the mid-morning snack to the inmates at the snack price stated in <u>Attachment A</u> of the Agreement that was effective July 1, 2019.
- 2. Effect of Amendment: Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to be signed by their duly authorized representatives the day and year first written above.

Aramark Correctional Services, LLC

County of Williamson State of Texas

Po-

Mark R. Adams 3-10-2020

Vice President, Finance

Amendment No. 3 to Operating Agreement – Food Services for the Williamson County Juvenile Service

THIS AMENDMENT NO. 3 (the "Amendment"), is entered into this _____ day of _____, 2020 by and between the County of Williamson, Texas ("County"), and Aramark Correctional Services, LLC, ("Aramark") a Delaware limited liability company, having its principal place of business located at the 2400 Market Street, Philadelphia, PA 19103 ("Aramark").

WHEREAS, on July 1, 2019, the parties entered into an Operating Agreement for the management of the food services operation at the Williamson County Juvenile Justice Center located at 200 Wilco Way, Georgetown, TX 78626 (as amended, the "Agreement");

WHEREAS, the parties acknowledge the need to address volatility in the cost of food commodities; and

WHEREAS, the parties desire to amend the provisions of the Agreement as follows, effective July 1, 2020.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below. Capitalized terms used but not defined in this Amendment have the meanings ascribed to such terms in the Agreement.

- 1. Term: In accordance with Paragraph 6, the term of this Agreement shall be renewed for a one-year period, effective from July 1, 2020 through June 30, 2021.
- 2. **Price Per Meal:** In accordance with Paragraph 3.B. of the Agreement, the parties agree that the price per meal charged to County by Aramark shall be changed as set forth on Attachment A as a result of changes in the Consumer Price Index. This price shall be effective from July 1, 2020 through June 30, 2021.
- 3. Effect of Amendment: Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 3 to be signed by their duly authorized representatives the day and year first written above.

Aramark Correctional Services, LLC	County of Williamson State of Texas
Ву: 6/12020	Ву:
David Laurid Regional Vice President	

Attachment A

Williamson County Juvenile Justice Center, Texas Effective July 1, 2020 through June 30, 2021

Price Per Meal

Breakfast	\$3.73
Lunch	\$3.73
Dinner	\$3.73
Snack	\$2,52

Meeting Date: 06/16/2020

Elections ES&S Update

Submitted For: Randy Barker Submitted By: Erica Smith, Purchasing

20.

Department: Purchasing **Agenda Category:** Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the purchase of a software upgrade from ES&S in the amount of \$7,561 pursuant to BuyBoard Contract #542-17, and authorize execution of the purchase order.

Background

Purchase of this upgrade will support the operations of the WIlliamson County Elections Department. The upgrade is for the current system that Elections uses. The attached purchase order outlines the components and services included in the upgrade. Purchasing verified that the upgrade is covered by the BuyBoard contract. This expenditure will be charged to 01.0378.0378.004506. Department contact is Elections Administrator Chris Davis.

Fiscal Impact

From/To	Acct No.	Description	Amount
From/Io		1 Description	II AIIIUUIII

Attachments

System Upgrade Purchase

Form Review

Inbox Reviewed By Date

Purchasing (Originator) Randy Barker 06/11/2020 09:59 AM County Judge Exec Asst. Andrea Schiele 06/11/2020 10:37 AM

Form Started By: Erica Smith Started On: 05/04/2020 10:31 AM

Final Approval Date: 06/11/2020



Omaha, NE 68137













Election Systems & Software, LLC 11208 John Galt Blvd

EVS 6.1.0.0 PYO – Local Area Network (LAN) System Upgrade Purchase Order

April 27, 2020

Williamson County, Texas

301 SE Inner Loop St 104 Georgetown, TX 78626

Qty Ord.	Description	Price	Ext. Price
	EMS FILE SERVER		
1	SYMANTEC ENDPOINT PROTECTION 14.2.0	\$61.00	\$61.00
1	DELL 8 GB SERVER MEMORY – ADDITIONAL RAM	\$224.00	\$224.00
	EMS WORKSTATION		
2	WINDOWS 10 LTSC 2019 (x64)	\$128.00	\$256.00
2	*SYMANTEC ENDPOINT PROTECTION 14.2.0	\$61.00	\$122.00
2	8GB DDR4 2400 UDIMM 1RX8 – ADDITIONAL RAM	\$100.00	\$200.00
	MISCELLANEOUS COMPONENTS		
6	ES&S BITLOCKER SECURITY KEYS (128MB USB) - Optional	\$33.00	\$198.00
	(2 Keys per server/workstation (primary and backup) = 12 total)		
	SERVICES		
1	Upgrade of EMS network performed on customer premises by ES&S Technical Services Technician Includes the installation, configuration, and testing of EMS network connectivity. Includes post upgrade end-to-end connectivity testing of EMS network. Technical Services technician provides customer walkthrough of EMS network equipment while on-site. EMS installation summary documentation provided to customer upon completion of installation.	\$6,500.00	\$6,500.00
	Order Total		\$7,561.00

Invoicing and Payment Terms:

100% of Order Total Due Thirty (30) Calendar Days after the later of (a) Equipment Delivery, or (b) Receipt of corresponding ES&S Invoice.

Note 1: Pricing of purchase order is valid for 30 days due to fluctuating pricing in 3rd party hardware and software. Agreements

will need to be updated if not executed within 30 days.

Note 2: In no event shall Customer's payment obligations hereunder, or the due dates for such payments, be contingent or conditional upon Customer's receipt of federal and/or state funds.

Note 3: Any applicable (City & State) sales taxes have not been included in pricing and are the responsibility of the customer.

Note 4: Shipping and Handling is not included in the Order Total and will be invoiced separately.

Note 5: Network Cabling is not included.

Customer acknowledges that ES&S is purchasing the third party items set forth herein ("Third Party Items") for resale to Customer, and that the proprietary and intellectual property rights to the Third Party Items are owned by parties other than ES &S ("Third Parties"). Customer further acknowledges that except for the payment to ES&S for the Third Party Items, all of its rights and obligations with respect thereto flow from and to the Third Parties. ES&S shall provide Customer with copies of all documentation and warranties for the Third Party Items which are provided to ES &S.

Customer Signature	Date
 Title	

Election Systems & Software, LLC

Richard J. Jablonski, VP of Finance

Meeting Date: 06/16/2020

County Coronavirus After Action Review Refreshments

Submitted By: Michael Shoe, Emergency Management

Department: Emergency Management

Agenda Category: Consent

Information

21.

Agenda Item

Discuss, consider, and take action to approve the OEM to provide light refreshments to non-county personnel during the Williamson County Coronavirus After Action Review.

Background

OEM is hosting and would like to provide refreshments to county and non-county personnel that will attend the After Action Review. Funds are available in OEM's -4999 Misc line and OEM is budgeting to spend no more than \$250.

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 06/04/2020 08:33 AM

Form Started By: Michael Shoe Started On: 06/04/2020 08:20 AM

Final Approval Date: 06/04/2020

Meeting Date: 06/16/2020

Advertisement Approval T788 IFB EMS Medical Supplies

Submitted For: Randy Barker Submitted By: Thomas Skiles,

Purchasing

22.

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 EMS Medical Supplies under IFB #T788.

Background

Williamson County is seeking qualified vendors to provide medical supplies to Williamson County EMS. Department point of contact is Kirk Becker. Funding will be provided by multiple sources throughout the fiscal year as supply needs arise and orders are placed.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox Reviewed By Date

Purchasing (Originator) Randy Barker 06/11/2020 10:03 AM County Judge Exec Asst. Andrea Schiele 06/11/2020 10:42 AM

Form Started By: Thomas Skiles Started On: 06/08/2020 08:04 AM

Final Approval Date: 06/11/2020

Meeting Date: 06/16/2020

emsCharts Access Only Agreement

Submitted By: Michael Knipstein, EMS

Department: EMS **Agenda Category:** Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving access only agreement with Zoll Data Systems, Inc.

Background

This agreement allows Williamson County EMS to access medical records from a previous vendor. The previous vendor was purchased by a new company and this is an update of the previous agreement. The vendor has not agreed to a termination-for-convenience or Prompt Payment Act inclusion as recommended by Legal and Audit; however, EMS is asking for the approval based on the following factors: 1) this is a technology-related item for availability of existing medical records and the technology-vendor is not willing to deviate from their standard contract language; 2) there is a long-term established relationship with the vendor; 3) the dollar amount here is only \$1,188 per year for a 3-year commitment; and 4) there are no significant risks or liability exposure related to this contract.

Fiscal Impact

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

Attachments

Access Only Agreement

Form Review

Inbox Reviewed By Date

Hal Hawes 06/08/2020 01:35 PM County Judge Exec Asst. Andrea Schiele 06/08/2020 01:50 PM

Form Started By: Michael Knipstein Started On: 06/08/2020 12:18 PM

Final Approval Date: 06/08/2020

23.

Order Form

THIS ORDER FORM (this "Order") is made as of the date on which both parties have signed below (the "Effective Date") by and between ZOLL Data Systems, Inc., a Delaware corporation with offices at 11802 Ridge Parkway, Suite 400, Broomfield, CO 80021., accountsreceivable@zoll.com ("ZOLL") and Williamson County, TX (EMS) (the "Customer").

Bill To: Williamson County, TX (EMS) 303 Martin Luther King Street Georgetown, TX 78626	Ship To: Williamson County, TX (EMS) 100 Wilco Way Georgetown, TX 78626
Email for Notices: djohns@wilco.org	

Territory Manager: Kevin Stanhope Offer Expires: 07/31/2020

ASP Services								
	Lic.						Annual Fees or	
Item	Туре	Description	Qty	List Price	Disc	Adj. Price	One Time Charge	Monthly Fees
EMSC-AO	HL	emsCharts - Access Only	1	\$99.00		\$99.00	\$1,188.00	\$99.00

Comments:

*MONTHLY FEES: \$99.00 *ANNUAL FEES: \$1,188.00 ANNUAL FEES FOR INITIAL TERM: \$3,564.00

Order No.: Q-07633

TOTAL FEES FOR INITIAL TERM: \$3,564.00

ASP Services Payment Terms: ZOLL will invoice Customer on the Effective Date (the "Monthly Fees Commencement Date") and at the beginning of each calendar month during the Term for the amount of the Monthly Fees for each of the ASP Services listed above (i) prorated to account for any partial month, (ii) increased or decreased as set forth in the Adjustments to Fees section below and (iii) if such Monthly Fees are based on the quantity of Concurrent Users, increased by an amount equal to \$10 per month for any Registered User in excess of 200% of the Concurrent Users Cap. Additionally, ZOLL will invoice Customer on the Monthly Fees Commencement Date for any One-Time Fees listed above.

Monthly Fees are payable in advance for each month of ASP Services ("Monthly Service Period"), except for the first Monthly Service Period. Accordingly, the first invoice for Monthly Fees shall be for the amount of the Monthly Fee for the first Monthly Service Period and the Monthly Fee for the second Monthly Service Period. Each subsequent invoice shall be for the amount of the Monthly Fee.

Term. Unless earlier terminated as set forth in the Agreement, (i) the initial term of this Order shall begin on the Effective Date and continue for 36 months after the Monthly Fees Commencement Date (the "Initial Term") and (ii) after the Initial Term, this Order automatically shall continue on a month-to-month basis until so terminated.

Early Termination Fee. Notwithstanding the Agreement, if this Order is terminated prior to the expiration of the Initial Term by ZOLL for a material default or by Customer without cause, then Customer immediately shall pay ZOLL an early termination fee equal the amount of (i) the Annual Fees for the Initial Term minus (ii) the sum of Monthly Fees paid by Customer to ZOLL prior to the date of termination for the ASP Services or Software set forth in this Order.

* Adjustments to Fees: Fees are subject to adjustment based on quantity as set forth in the attached Adjustment-to-Fees Addendum, including as a result of Registered Users being in excess of the Concurrent Users Cap for Fees based on Concurrent Users:

Page 1 of 4 Customer Initials:

INTENDS TO BE BOUND BY THEM. HARD COPIES ARE AVAILABLE UPON REQUEST.

Order Form

Order No.: Q-07633 THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS, AND APPLICABLE ADDENDA, AVAILABLE AT https://www.zoildata.com/legal, WHICH ARE INCORPORATED BY REFERENCE. BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES HAVING READ AND AGREES TO AND

Each person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms of this Order. By signing below, the parties agree to the terms and conditions of this Order. Once signed, any reproduction of this Order made by reliable means (for example, photocopy or facsimile) is considered an original.

ZOLL Data Systems, Inc. Authorized Signature:	Williamson County, TX (EMS) Authorized Signature:
Docusigned by: Sandy King D1D2A604C6944D5	
Name: Sandy King	Name:
Title:Director of Operational Accounting	Title:
Date: 6/8/2020 09:52 PDT	Date:

Page 2 of 4 **Customer Initials:**

Adjustments-to-Fees Addendum

Order No.: <u>Q-07633</u>

* Adjustments to Fees: Fees in the Order Form to which this addendum is attached (the "Order"), and of which it is a part, are subject to adjustment based on quantity as specified below ("Qty"), including as a result of Registered Users being in excess of the Concurrent Users Cap for Fees based on Concurrent Users:

Product	Basis for Adjustment
Billing Pro	Qty of transports (the " Transport Volume ") listed in the line item in the Order. ZOLL may conduct an audit of Transport Volume following the 12 th month after the Monthly Fees Commencement Date for Billing Pro and each anniversary of such date (a " Transport Audit "). Should actual Transport Volume (the " Actual Transport Volume ") for the preceding 12-month period (the " Transport Audit ").
	Period") exceed 110% of the quantity of transports that was the basis for Monthly Fees in the Transport Audit Period multiplied by 12
	(the "Estimated Transport Volume"), then ZOLL will invoice Customer for such excess multiplied by the per-transport price listed in the Order (the "Per-Transport Price"). Should the Actual Transport Volume be less than the Estimated Transport Volume by more than
	10% during the Transport Audit Period, then ZOLL will issue a credit in the amount of 10% of the Estimated Transport Volume
	multiplied by the Per-Transport Price. Future billings of the Monthly Fee will be adjusted based on the Actual Transport Volume as determined by the Transport Audit; <i>provided, that</i> the Monthly Fee shall not decrease by more than 10%.
emsCharts Air	Qty of PCRs (the "PCR Volume") listed in the line item in the Order. ZOLL may conduct an audit of PCR Volume following the 12th
	month after the Monthly Fees Commencement Date for emsCharts Air and each anniversary of such date (a "PCR Audit"). Should actual PCR Volume (the "Actual PCR Volume") for the preceding 12-month period (the "PCR Audit Period") exceed the tier set forth
	at the end of this addendum (the " Tier ") that was the basis for Monthly Fees in the PCR Audit Period (the " Estimated PCR Volume "), then ZOLL will adjust future billings of the Monthly Fee based on the Tier applicable to the Actual PCR Volume as determined by the
	PCR Audit, discounted with respect to emsCharts Air as provided in the Order for the Initial Term. Monthly Fees for modules and interfaces for emsCharts Air (descriptions of which are preceded by "emsCharts Air —" in the Order) shall be adjusted after each PCR
	Audit Period in proportion to the adjustment to the Monthly Fees for emsCharts Air resulting from the PCR Audit for such Audit Period.
emsCharts Ground	Qty of PCRs (the "PCR Volume") listed in the line item in the Order. ZOLL may conduct an audit of PCR Volume following the 12 th month after the Monthly Fees Commencement Date for emsCharts Ground and each anniversary of such date (a "PCR Audit"). Should
	actual PCR Volume (the "Actual PCR Volume") for the preceding 12-month period (the "PCR Audit Period") exceed the tier set forth at the end of this addendum (the "Tier") that was the basis for Monthly Fees in the PCR Audit Period (the "Estimated PCR Volume"),
	then ZOLL will adjust future billings of the Monthly Fee based on the Tier applicable to the Actual PCR Volume as determined by the
	PCR Audit, discounted with respect to emsCharts Ground as provided in the Order for the Initial Term. Monthly Fees for modules and interfaces for emsCharts Ground (the descriptions of which are preceded by "emsCharts Ground —" in the Order) shall be adjusted after
	each PCR Audit Period in proportion to the adjustment to the Monthly Fees for emsCharts Ground resulting from the PCR Audit for such Audit Period.
emsCharts Fire Reports	Qty of Fire Reports (the "Fire Report Volume") listed in the line item in the Order. ZOLL may conduct an audit of Fire Report Volume
	following the 12 th month after the Monthly Fees Commencement Date for emsCharts Fire and each anniversary of such date (a "Fire Report Audit"). Should actual Fire Report Volume (the "Actual Fire Report Volume") for the preceding 12-month period (the "Fire
	Report Audit Period") exceed the tier set forth at the end of this addendum (the "Tier") that was the basis for Monthly Fees in the Fire
	Report Audit Period (the "Estimated Fire Report Volume"), then ZOLL will adjust future billings of the Monthly Fee based on the Tier applicable to the Actual Fire Report Volume as determined by the Fire Report Audit, discounted with respect to emsCharts Fire as
	provided in the Order for the Initial Term. Monthly Fees for modules and interfaces for emsCharts Fire (the descriptions of which are preceded by "emsCharts Fire —" in the Order) shall be adjusted after each Fire Report Audit Period in proportion to the adjustment to the
	Monthly Fees for emsCharts Fire resulting from the Fire Report Audit for such Audit Period.
EMS Mobile Health	Qty of the tier based on number of visits. Following six months from the Monthly Fees Commencement Date and every six months thereafter, ZOLL will conduct an audit of the number of monthly visits (the "Visit Volume"). Should the monthly Visit Volume for any
	six month period exceed 110% of the maximum monthly visits for the current tier, then commencing the first month after the completion
	of the audit, ZOLL will invoice Customer based on the new Visit Volume as determined by the audit and based on the following tiers: (i) \$750.00 for 1-150 visits per month; (ii) \$1,250.00 for 151-300 visits per month; (iii) \$2,000.00 for 301-600 visits per month; and (iv)
Packaged Services	as quoted by ZOLL more than 600 visits per month. Qty of trips (the " Trip Volume ") listed in the line item in the Order; <i>provided</i> , <i>that</i> should actual Trip Volume for any month exceed the
I ackaged Services	quantity of trips listed in the line item in the Order, then ZOLL will invoice Customer for such excess multiplied by the per-trip price
D11 C	listed in the Packaged Services—Overage line item in the Order.
Packaged Services Premium	Qty of trips (the " Trip Volume ") listed in the line item in the Order; <i>provided, that</i> should actual Trip Volume for any month exceed the quantity of trips listed in the line item in the Order, then ZOLL will invoice Customer for such excess multiplied by the per-trip price
RescueNet® Billing	listed in the Packaged Services Premium – Overage line item in the Order. Qty of Concurrent Users.
RescueNet Dispatch	Qty of Concurrent Users.
RescueNet Eligibility	Qty of trips.
RescueNet FireRMS	Qty of stations.
RescueNet Navigator	Qty of Customer vehicles.
RescueNet @Work	Qty of Customer vehicles estimated in Order.
RescueNet® ePCR	Qty of PCRs (the "PCR Volume") listed in the line item in the Order. ZOLL may conduct an audit of PCR Volume following the 12 th month after the Monthly Fees Commencement Date for <i>RescueNet</i> ePCR and each anniversary of such date (a "PCR Audit"). Should actual PCR Volume (the "Actual PCR Volume") for the preceding 12-month period (the "PCR Audit Period") exceed 110% of the
	quantity of PCRs that was the basis for Monthly Fees in the PCR Audit Period multiplied by 12 (the "Estimated PCR Volume"), then ZOLL will invoice Customer for such excess multiplied by the per-PCR price listed in the Order (the "Per-PCR Price"). Should the Actual PCR Volume be less than the Estimated PCR Volume by more than 10% during the PCR Audit Period, then ZOLL will issue a
	credit in the amount of 10% of the Estimated PCR Volume multiplied by the Per-PCR Price. Future billings of the Monthly Fee will be adjusted based on the Actual PCR Volume as determined by the PCR Audit; <i>provided, that</i> the Monthly Fee shall not decrease by more
	than 10%.
Mobile Care Connect Variable Fee	Qty of trips. Should actual usage during any calendar month be less than 300 trips (the 'Floor'), the Monthly Fee for such month will be \$300.00. Should actual usage during any calendar month exceed 1,800 trips (the 'Ceiling'), the Monthly Fee for such month will be \$1,800.00. Should actual usage during any calendar month be more trips than the Floor but less trips than the Ceiling, the Monthly Fee
	for such month will be the per-trip fee indicated in the Order multiplied by the number of trips during such month.

Page 3 of 4 Customer Initials:

Adjustments-to-Fees Addendum

Order No.: Q-07633

Product	Basis for Adjustment
ZOLL Billing	Qty of claims (the "Claim Volume") listed in the line item in the Order. ZOLL may conduct an audit of Claim Volume following the
	12th month after the Monthly Fees Commencement Date for ZOLL Billing and each anniversary of such date (a "Claim Audit"). Should
	actual Claim Volume (the "Actual Claim Volume") for the preceding 12-month period (the "Claim Audit Period") exceed 110% of
	the quantity of claims that was the basis for Monthly Fees in the Claim Audit Period multiplied by 12 (the "Estimated Claim Volume"),
	then ZOLL will invoice Customer for such excess multiplied by the following applicable per-claim price, determined as if such excess
	were the final claims in Actual Claim Volume, less any discounts specified in the Order: (i) \$4.25 per claim for 25,000 or fewer claims
	per year; (ii) \$4.05 per claim for 25,001 to 100,000 claims each year; or (iii) \$3.85 per claim for greater than 100,000 claims per year
	(the "Per-Claim Price"). Future billings of the Monthly Fee will be adjusted based on the Actual Claim Volume as determined by the
	Claim Audit; provided, that the Monthly Fee shall not decrease by more than 10%.
ZOLL Respond	Qty of trips (the "Trip Volume") listed in the line item in the Order. ZOLL may conduct an audit of Trip Volume following the 12th
	month after the Monthly Fees Commencement Date for ZOLL Respond and each anniversary of such date (a "Trip Audit"). Should
	actual Trip Volume (the "Actual Trip Volume") for the preceding 12-month period (the "Trip Audit Period") exceed 110% of the
	quantity of trips that was the basis for Monthly Fees in the Trip Audit Period multiplied by 12 (the "Estimated Trip Volume"), then
	ZOLL will invoice Customer for such excess multiplied by \$.80 per trip (the "Per-Trip Price"). Future billings of the Monthly Fee will
	be adjusted based on the Actual Trip Volume as determined by the Trip Audit; provided, that the Monthly Fee shall not decrease by more
	than 10%. Actual Trip Volume includes only trips that have entered transporting status.

Tiers: The following Tiers apply to emsCharts Air and emsCharts Ground based on the Qty of PCRs and to emsCharts Fire based on the Qty of Fire Reports:

		Monthly Fees			N	Monthly Fees			N	Monthly Fees	
Qty	Air	Ground	Fire	Qty	Air	Ground	Fire	Qty	Air	Ground	Fire
1-1,000	\$603.00	\$120.00	\$120.00	25,001-30,000	\$6,416.00	\$1,275.00	\$1,275.00	65,001-70,000	\$12,558.00	\$2,496.00	\$2,496.00
1,001-3,000	\$1,316.00	\$262.00	\$262.00	30,001-35,000	\$7,184.00	\$1,428.00	\$1,428.00	70,001-75,000	\$13,326.00	\$2,649.00	\$2,649.00
3,001-5,000	\$2,029.00	\$403.00	\$403.00	35,001-40,000	\$7,952.00	\$1,580.00	\$1,580.00	75,001-80,000	\$14,094.00	\$2,801.00	\$2,801.00
5,001-8,000	\$2,742.00	\$545.00	\$545.00	40,001-45,000	\$8,719.00	\$1,733.00	\$1,733.00	80,001-85,000	\$14,861.00	\$2,954.00	\$2,954.00
8,001-12,000	\$3,455.00	\$687.00	\$687.00	45,001-50,000	\$9,487.00	\$1,886.00	\$1,886.00	85,001-90,000	\$15,629.00	\$3,106.00	\$3,106.00
12,001-16,000	\$4,168.00	\$828.00	\$828.00	50,001-55,000	\$10,255.00	\$2,038.00	\$2,038.00	90,001-95,000	\$16,397.00	\$3,259.00	\$3,259.00
16,001-20,000	\$4,881.00	\$970.00	\$970.00	55,001-60,000	\$11,023.00	\$2,191.00	\$2,191.00	95,001-100,000	\$17,165.00	\$3,412.00	\$3,412.00
20,001-25,000	\$5,648.00	\$1,123.00	\$1,123.00	60,001-65,000	\$11,790.00	\$2,343.00	\$2,343.00	-	-	-	-

Page 4 of 4 Customer Initials:

Meeting Date: 06/16/2020

Sharp Copier for EMS

Submitted For: Randy Barker Submitted By: Andrew Portillo,

Purchasing

24.

Department: Purchasing **Agenda Category:** Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the lease of one (1) Sharp MX-M5071 copier and one (1) Sharp MX-4071 copier to support the operations of Williamson County EMS, per the terms of DIR Contract #DIR-CPO-4433.

Background

This item is for the approval of a 48-month lease for a new Sharp MX-M5071 copier and Sharp MX-4071 copier for EMS. This lease will be at a cost of \$169.04 and \$382.11 per month respectively. Department point of contact is Jeff Isbell. Funding source 01.0100.0541.004621. This expense was budgeted for FY20

Fiscal Impact

	From/To	Acct No.	Description	Amount
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Attachments

quote

Form Review

Inbe	ох		Reviewed By	Date
_		/ a	 	

Purchasing (Originator) Kerstin Hancock 06/11/2020 10:56 AM County Judge Exec Asst. Andrea Schiele 06/11/2020 11:11 AM

Form Started By: Andrew Portillo Started On: 06/10/2020 09:21 AM

Final Approval Date: 06/11/2020

SHARPSTATE OF TEXAS DIR-CPO-4433 QUOTE

1/16/2020	SHARP Electronics Corp.; C/O Sharp Business Systems
Address:	100 Paragon Drive Box Q
City, State Zip	Montvale, NJ 07645

Date:	05/29/20
Quote No.	EMS 01

Customer Name/Invoice Address:	Delivery Address:
Williamson County EMS	Williamson County EMS
3189 S E Inner Loop	3189 S E InnerLoop
Georgetown TX 78626	Georgetown TX 78626

Contact Name:	Jeff Isbell		 ne: 512.943.1283
Sharp Business Systems, M	.D. Leonard	Quoting Deal	Sharp Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 MDL
Dealer Authorized Signature Memory 05/29/20 Install		Installing Dea	Sharp Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 MDL

Item	Description	Quantity	Cost/Mo.
	Sharp MX-M5071; 50 ppm Digital Monochrome Copier w/ 150 Sheet Single Pass Doc. Feed. and (1) X 550 Sheet Paper Drawer	1	\$ 169.04
	MX-DE27N; Stand with (3) X 550 Sheet Paper Drawers Plus 100 Sheet Bypass Tray		·
	MX-FN27N; Inner Finisher		,
	MX-FR64U; Data Security Kit		
	Includes:	, , , , , , , , , , , , , , , , , , ,	
	7,000 BLK copies/prints per mo.; Overages @ \$0.0070 ea.		
	Includes: Delivery, Installation, Training, Professional Services, Parts, Labor, Toner, and Staples.		
	State of Texas 48 Month DIR-CPO-4433 Lease	Monthly To	tal \$ 169.04

SHARPSTATE OF TEXAS DIR-CPO-4433 QUOTE

1/16/2020	SHARP Electronics Corp.; C/O Sharp Business Systems	
Address:	100 Paragon Drive Box Q	
City, State Zip	Montvale, NJ 07645	

Date:	05/29/20
Quote No.	EMS 02

Customer Name/Invoice Address:	Delivery Address:
Williamson County EMS	Williamson County EMS
3189 S E Inner Loop	3189 S E InnerLoop
Georgetown TX 78626	Georgetown TX 78626

Contact Name:	Jeff Isbell		_	ne: 512.943.1283 ail: jisbell@wilco.org		
Sharp Business Systems, M.D. Leonard		Quoting Dealer: Sharp Business Systems, 2600 Longhorn Blvd. Austin, Texas 78758 512-835-1000 MDL		Sharp Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 MDL		
Dealer Authorized Signature	Semal 05/29/20	Installing Dea		Installing Dealer: Sharp Business Systems, 2600 Longhorn Blvd Austin, Texas 78758 512-835-1000 MDL		Sharp Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 MDL

Item	Description	Quantity	Cost/Mo.
	Sharp MX-4071; 40 ppm Digital Full Color Copier w/ 150 Sheet Single Pass Doc. Feed. and (1) X 550 Sheet Paper Drawer	1	\$ 382.11
	MX-DE27N; Stand with (3) X 550 Sheet Paper Drawers Plus 100 Sheet Bypass Tray		
	MX-FN27N; Inner Finisher		
	MX-FR62U; Data Security Kit		
	Includes:		
	1,700 BLK copies/prints per mo.; Overages @ \$0.0085 ea.		
	4,400 CLR copies/prints per mo.; Overages @ \$0.0500 ea.		
	Includes: Delivery, Installation, Training, Professional Services, Parts, Labor, Toner, and Staples.		
	State of Texas 48 Month DIR-CPO-4433 Lease	Monthly To	otal \$ 382.11



P.O. NUMBER:

DATE:

VENDOR:

SHARP ELECTRONICS CORPORATION C/O SHARP BUSINESS SYSTEMS 100 PARAGON DRIVE BOX Q MONTVALE, NJ 07495

REQUESTED BY: ISBELL, JEFFREY

512.943.1283

SHIP TO:

WILLIAMSON COUNTY EMS 3189 S E INNER LOOP GEORGETOWN, TX 78626

BILL TO:

WILLIAMSON COUNTY EMS 3189 S E INNER LOOP GEORGETOWN, TX 78626

Description	Price	<u>Per</u>	Amount
SHARP MX-M5071, MX-DE27N, MX-FN27N, MX-FR64U \$169.04 PER MO. FROM 07/01/20 THRU 09/30/20 SERVICE FOR 7,000 COPIES PER MONTH 7,001+ @ \$0.0070 ea.	1.00	507.12	507.12
SHARP MX-4071, MX-DE27N, MX-FN27N, MX-FR62U \$382.11 PER MO. FROM 07/01/20 THRU 09/30/20 SERVICE FOR 1,700 BLK COPIES PER MONTH 1,701+ @ \$0.0085 EA. AND 4,400 CLR COPIES PER MONTH 4,401+ @ \$0.0500 EA.	1.00	1,146.33	1,146.33

NOTES TO SUPPLIER:

48 MONTH DIR-CPO-4433 LEASE

Total 1,653.45

Meeting Date: 06/16/2020

Constable Precinct One contract extension with Texas Workforce Commission

Submitted By: Michael Pendley, Constable Pct. #1

Department: Constable Pct. #1

Agenda Category: Consent

Information

25.

Agenda Item

Discuss, consider, and take appropriate action on a 2-year contract extension between Texas Workforce Commission and Williamson County Constable Pct 1.

Background

Constable Precinct One is at the end of a 3-year contract with Texas Workforce Commission, ending 8/31/2020. This 2-year extension will allow Constable Precinct One continued access to the Texas Workforce Commission database for the express purpose of locating defendants, witnesses, and fugitives in criminal cases and to assist in locating persons with outstanding warrants.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

TWC contract extension - to be signed Current contract- ending 8/31/2020

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 06/08/2020 05:00 PM

Form Started By: Michael Pendley Started On: 06/02/2020 01:15 PM

Final Approval Date: 06/08/2020

TWC Data Exchange Request and Safeguard Plan

	(GOJAHIJRYACTROTRUIAJEKOJRIMYASHIJOJA)	Please answer each questilon. Do not leave any unanswered.
1.	Legal name of requesting	Williamson County Constable Pct 1
	governmental entity/Responsible	
	Financial Party	
2.	Entity Tax ID#	74-6000978
3.	Street Address – Line 1	1801 E. Old Settlers Blvd
4.	Street Address – Line 2	Ste #105
5.	City, State, Zip	Round Rock, TX 78664
6.	New request or renewal of an	New request
	existing contract?	Renewal of existing agreement
		Previous/Current Contract #: 2918PEN000
		There are other contracts between TWC and the party not
		affected by this agreement, which are as follows:
7.	Type of entity and authority to	X Texas Local Government Code, Interlocal Cooperation Act
	contract	(e.g., cities, counties)
		Texas Government Code, Interagency Cooperation Act (e.g.,
		state agency)
		Federal Agency Authority
		If state agency, please specify authority
8.	Purpose for requesting information	to assist in criminal investigations
	(Check all that apply)	to assist in locating defendants, witnesses and fugitives in
		criminal cases
		★ to assist in locating persons with outstanding warrants
		to assist in locating probation absconders
		to assist in determining eligibility for public
		assistance/services
		other: please specify:
	Democrated by orthography of	(language will be inserted into contract)
9	Requested length of contract	☐ 1 year ☐ 2 years ☐ 3 years ☐ 4 years ☐ 5 years
10.	Requested start date	For federal entities only: to correspond with start of fiscal
,		year starting:
150S00	DATAREQUESTED	Please answer each question. Do not leave any unanswered.
11.	Information requested	Personal Information: View demographic information of r an
	(Check the data being requested)	individual.
		individual.
		☑ <u>Claims</u> : View unemployment insurance claim information.
		Payments: View unemployment insurance payment
		information.
		Employer Search: Search employers by name or address.
		2.3 miles of dadies.
		Coworker Search: View wages reported by an employer.

12.	Method of receiving data	Online access: Contractor access for lookup by SSN through
	-	password-protected log-in account. Number of individuals
		needing access accounts:
		\boxtimes 1-10 (The subscription rate is \$1,500 per year.)
		11-25 (The subscription rate is \$2,000 per year.)
		26-50 (The subscription rate is \$3,500 per year.) *
		Specify other quantity *
		* Discoursed a datable discoling an augustication of
		* <u>Please send a detailed justification on organizational</u> letterhead if more than 25 accounts are requested.
		letternead if more than 25 accounts are requested.
		Volume/quantity of ONLINE users of Personal Identifiable
		Information (PII) information per year. Estimated number of
		individual records requested:
		Offline access: Computer match done by TWC staff.
		Scheduled computer matching against file of SSNs or tax
		account numbers submitted by Requestor periodically.
		Frequency of requests:
		Nightly
		QuarterlyAllitually Other – specify.
		Ad hoc request for non-scheduled requests. Attach
		specifications (see pg. 5 for details) including data field names.
		One-time request for large quantity of records. Attach
		specifications (see pg. 5 for details) including data field names.
		One-time request for one or a few records.
		(Submit request to <u>open.records@twc.state.tx.us</u> or fax request
		to 512-463-2990.)
		Volume/quantity of offline records requested per submission:
		Estimated number of individual's in which sensitive personally
		identifiable information requested at any one time:
		<u> </u>
		1,000 – 14,999: \$300
		15,000 – 19,999: \$375
		20,000 – 24,999: \$500
		25,000 -Above: \$1,000
		Hourly rate for programming of a new request or
		modification of an existing job: \$48.81.
		3 , 1, 2, 2, 2, 2, 2, 2, 2, 2, 2, 2, 2, 2, 2,
		<u>De-identification</u> : If submitting SSNs to TWC, also include a
		unique identifier. For enhanced security, the return file will not
		include SSNs but instead will include only the unique identifier
		where feasible.

	PAREGRAMMENT OF MEMBERS	Elease answer (estantélies nous frontourles ve aux musius mener)
13.	How will data be viewed?	1) We will ONLY view screen information.
	Select one of the three options.	(Respond to #14-19, check "N/A" to #20 and #21.)
		2) We will use electronic copies of screen prints (PDF), or
		We will transfer data into an electronic record.
		(Respond to #14-20, check "N/A" to #21.)
		3) We will use paper copies of screen prints, or
		We will transfer information into paper records format.
		(Respond to #14-19 and #21, check "N/A" to #20)
14.	Will non-employees be provided	Only direct employees will be provided access.
	access to the data?	Persons who are not employees may/will be provided
	Express written contract language	access. Please specify those that apply:
	authorizing data sharing with non-	Data Center Operators
	employees is required for re-	Other Governmental Contractors: Please specify:
4 -	distribution of information accessed.	<u>П., с. и</u>
15.	Will the data you are requesting be	Yes - Specify:
	disclosed to any other entity?	 N/1 m1 =
	Express written contract language	⊠ No
	authorizing data sharing with non- employees is required for re-	
	distribution of information accessed.	
16.	What access control methods will	Texas State Requirements under Title 1, Part 10, TAC Sec.
10.		202, or comparable standards
	you use for access to the TWC	National Institute of Secure Technology (NIST) or
	information?	comparable standards
		IRS Publication 1075 or comparable standards
17.	How will your organization assess	Vulnerability testing
	your security posture?	Penetration testing
	your security posture.	Audits
		Former
	į	Other – Please specify:
1.0	<u> </u>	Specify frequency for each that was checked: Quarterly
18.	Are background checks performed	No, background checks are not performed
	on employees who will access	Xes, background checks are performed.
	information?	If yes, state when background checks are performed:
		□ Pre-employment
		Periodic checks during employment
19.	How will you have an auditable trail?	I will keep a worksheet that includes at a minimum, the
		person making the inquiry, the reason for the inquiry,
		identifying information regarding the case or claim for which
		the inquiry was made, and the date the inquiry was made.
	·	Other, If Other specify:
20.	How will you encrypt the data at	Please specify:
	rest?	$\boxed{\boxtimes}$ N/A – We do not keep data at rest.
21.	When will data destruction occur?	Consistent with Texas State Libraries and Archives
		Commission (state records retention laws)
		Consistent with other standards: Please specify:
		N/A - We do not retain data.

	CONNIVACIS	
22.	Point of Contact Name	Mike Pendley
	(for daily matters)	
23.	Point of Contact Title	Chief Deputy
24.	Point of Contact Phone	512-244-8650
25.	Point of Contact E-mail	mpendley@wilco.org
26.	Point of Contact Address	1801 E. Old Settlers Blvd #105
27.	Alternate Point of Contact Name and	Vinnie Cherrone- Constable
	Title	
28.	Alternate Point of Contact Phone	512-244-8650
29.	Alternate Point of Contact E-mail	Vinnie.cherrone@wilco.org
30.	Alternate Point of Contact Address	If different from Point of Contact
31.	Signatory Name	Bill Gravell
32.	Signatory Title	County Judge
33.	Signatory Phone Number	512-943-1665
34.	Signatory E-mail	bgravell@wilco.org
35.	Signatory Address	If different from Point of Contact
36.	Data Technology Contact Name	701 S. Main St. Georgetown, TX 78626
37.	Data Technology Contact Phone	Richard Semple
38.	Data Technology Contact E-mail	rsemple@wilco.org
39.	Invoice Recipient Name	Mike Pendley
40.	Invoice Recipient Phone Number	512-244-8650
41.	Invoice Recipient Title	Chief Deputy
42.	Invoice Recipient E-mail	mpendley@wilco.org
43.	Invoice Recipient Address	If different from Point of Contact

All statements and information on this form are true and correct to the best of my knowledge. The person signing is authorized to legally bind their organization to the terms of the contract.

	Date
Signature Authority	
Printed Name	

For questions on how to complete this request form, contact <u>DEContracts@twc.state.tx.us.</u>

STOP HERE if you are only seeking online access.

If Sending Batch Files or Computer Matching – Offline Charge Details are on the next page.

OFFLINE INFORMATION REQUEST SPECIFICATIONS (Describe in detail and be as specific as possible.)

1.	Provide a reason for the request (e.g., statutory citation or rule number):
2.	Is this a one-time or an ongoing request? One-Time On-going If ongoing, specify time duration and frequency of data exchange (e.g., Annual for the next three calendar years, Quarterly, Monthly):
3.	Description of the request (If you require a particular data run, clearly specify the data needed, such as wage records, employer records, UI benefits information, etc.):
4.	If other specific data elements are requested, provide a data format.

TEXAS WORKFORCE COMMISSION

	TWC Contract Number 2918PEN000
TITLE	INFORMATION RELEASE CONTRACT
	Recipient
Name	Williamson County Constable Precinct 1
Street Address	1801 E. Old Settlers Blvd., Suite 105
City/State/Zip	Round Rock, TX 78664
Telephone Number	(512) 244-8650

Contract Period

This Contract shall begin on **September 1, 2017** and shall terminate on **August 31, 2020** unless amended by mutual written agreement of the parties.

Funding Information

The total amount of this Contract will not exceed the sum of

Remarks

\$4,500.00

This Contract is contingent on Recipient's acceptance of and compliance with the terms and conditions of this Contract and any referenced attachments.

Summary

Type of Access: Online access only

1-10 users for \$1,500/year

The information to be provided by TWC will include:

- wage records (WR),
- unemployment compensation claim benefit data (UI),
- employer master file inquiry (ER).

Prior contract reference: This contract replaces and supersedes all previous contracts, including 2913PEN003

WILLIAMSON COUNTY, TEXAS

SOLIVAGE TO PM 3:51

Information Release Contract: Feb-17 TWC Contract Number: 2918PEN000

Page 1 of 7

TEXAS WORKFORCE COMMISSION PERFORMING AGENCY CONTRACT

Signature Authority

Each person signing this Contract hereby warrants that he or she has been fully authorized by the respective organization to:

- Execute this Contract on behalf of the organization, and
- Validly and legally bind the organization to all the terms, performances, and provisions of this Contract.

Agency Approval		Recipient Appro	oval	
Agency: Texas Workforce Commission		Recipient: Williamson County Constable		
		Precinct 1		
			-	
	7/27/2017	Dr lo	08.04-2017	
Lisa Richardson	Date	Dan Gattis	Date	
Chief Information Officer		County Judge		



TABLE OF CONTENTS

General Terms an	d Conditions
Section 1	Purpose and Legal Authority
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Attachment A	Statement of Work – Project Obligations
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Attachment H	Quarterly Self-Assessment Report

TEXAS WORKFORCE COMMISSION

INFORMATION RELEASE CONTRACT

GENERAL TERMS AND CONDITIONS

SECTION 1 – Purpose and Legal Authority

- 1.1 This Contract sets forth the obligations of the Texas Workforce Commission ("Agency") and the Recipient identified on the cover page (each a "Party" and together "the Parties") with respect to Agency's release of confidential data to Recipient. The obligations of the Parties are set forth in detail in **Attachment A.**
- 1.2 Subject to certain limitations, the Interlocal Cooperation Act, Texas Government Code, Chapter 791, authorizes Recipient to enter into contracts for services with governmental entities, including state agencies.

SECTION 2 - Term, Termination, and Amendment

- 2.1 This Contract is effective from the Begin Date to the End Date specified on the cover page.
- 2.2 Either Party may suspend or terminate this Contract at any time, on written notice to the other Party specifying a termination date at least thirty (30) calendar days after the date of the notice. Suspension or termination shall not relieve Recipient of the obligation to pay for all services provided before suspension or termination at the rates specified herein, nor shall it entitle Recipient to any refund of the annual subscription fee for online access to Agency records.
- 2.3 No modification will be valid unless in writing and signed by both Parties, except for rate revisions made under Section 3.2 of these General Terms and Conditions.

SECTION 3 – Consideration

- 3.1 Recipient shall pay Agency for the services described, and at the rates set forth, in Attachment A.
- 3.2 Notwithstanding Section 3.1 of these General Terms and Conditions, Agency may unilaterally revise rates upon written notice to Recipient of at least thirty (30) calendar days.

SECTION 4 – Protecting the Confidentiality of TWC Information

- 4.1 "TWC Information" means records maintained by Agency, and records obtained by Recipient from Agency under this Contract, including (1) records and data compilations provided electronically, on paper, or via online access or e-mail, (2) records and data compilations that Recipient has converted into another format or medium (such as handwritten or electronic notes), and (3) records and data compilations incorporated in any manner into Recipient's records, files or data compilations.
- 4.2 Recipient shall protect the confidentiality of TWC Information and comply with all statutory, regulatory and contract requirements. Confidentiality is required by Texas Labor Code §§ 301.081 and 301.085, the Social Security Act of 1934, and 20 Code of Federal Regulations (C.F.R.) Part 603.

SECTION 5 - Records and Audit

Recipient shall keep and maintain complete and accurate records sufficient to allow Agency, the Texas State Auditor's Office, the United States government, and their authorized representatives to determine Recipient's compliance with this Contract.

SECTION 6 – Breach of Agreement, Default, and Remedies

- 6.1 If Recipient or any official, employee, or agent of Recipient fails to comply with any provision of this Contract, including timely payment of Agency's invoices, Agency may suspend services to Recipient (including any data requests being processed) until Agency is satisfied that corrective action has been taken to assure there will be no future breach.
- In the absence of prompt and satisfactory corrective action to cure default and assure future compliance with Contract requirements, Agency shall terminate this Contract immediately and Recipient shall surrender to Agency all TWC Information that has not previously been returned to Agency, and any other records relevant to this Contract.
- 6.3 Termination of this Contract under Section 6.2 of these General Terms and Conditions will not limit Agency from pursuing penalties under state and federal law for the unauthorized disclosure of TWC Information.
- Agency shall undertake any other action under this Contract or under any law of this State or of the United States, to enforce this Contract and to secure satisfactory corrective action and return of TWC Information.
- Agency shall take other remedial actions permitted under state or federal law to enforce this Contract and 20 C.F.R. Part 603 including seeking damages, penalties, and restitution for all costs incurred by Agency in enforcing this Contract and responding to Recipient's breach.

SECTION 7 – Miscellaneous

- 7.1 Texas Labor Code § 301.085 provides that unemployment compensation records are not "public information" for purposes of the Public Information Act, Texas Government Code, Chapter 552. Recipient shall not release any TWC Information in response to a request made under the Public Information Act or any other law, regulation, or ordinance addressing public access to government records.
- 7.2 Recipient shall notify Agency within twenty-four (24) hours of the receipt of any subpoena, other judicial request, or request for appearance for testimony upon any matter concerning TWC Information. Federal regulations at 20 C.F.R. § 603.7 dictate the handling of subpoenas for TWC Information.
- 7.3 This Contract is made in and performed in the State of Texas, and shall be construed, interpreted, and applied in accordance with the laws of the State of Texas, excluding its choice of law rules. Venue of any court action brought directly or indirectly by reason of this Contract shall be in a court of competent jurisdiction in Travis County, Texas. **NOTHING IN THIS SECTION SHALL BE CONSTRUED**AS A WAIVER OF SOVEREIGN IMMUNITY BY AGENCY.
- 7.4 Agency's failure to enforce any provision of this Contract does not constitute a waiver of that provision or any other.
- 7.5 Recipients agrees to indemnify and hold harmless Agency, the State of Texas, and their employees and officials for any loss, damages, judgments, and costs arising or resulting from any acts or omissions or alleged acts or omissions of Recipient or its employees, agents, contractors, and subcontractors, including the inappropriate release or use of TWC Information.
- 7.6 Recipient shall be responsible and liable for any damages resulting from a breach by Recipient including damages and losses of third parties. Recipient shall reimburse Agency for any costs incurred by Agency in reimbursing third parties damaged by Recipient's breach and costs incurred in attempts by Agency to limit third party losses resulting from Recipient's breach.
- 7.7 Recipient agrees to accept liability for any damage to Agency's hardware, software, or TWC Information when such damage is caused by the actions of employees, contractors, subcontractors or agents of Recipient, whether or not the individual was an authorized User under this Contract.
- 7.8 If any provision of this Contract is held to be unenforceable by a court, this Contract will be construed as if such provision did not exist and the unenforceability of such provision will not render any other provisions of this Contract unenforceable.
- 7.9 This Contract is the entire agreement between the Parties.
- 7.10 The subject headings used in this Contract are for convenience only and are not intended to expand or limit meanings.
- 7.11 Attachments listed in the Table of Contents are incorporated in their entirety as terms and conditions of this Contract.

TEXAS WORKFORCE COMMISSION PERFORMING AGENCY CONTRACT

7.12 The following provisions survive the expiration or earlier termination of this Contract: Sections 4.2, 5, 6.2, 6.3, 7.1, 7.2, 7.5, 7.6, and 7.7 of these General Terms and Conditions; Sections 3.2.3, 3.2.4, and 3.2.5 of Attachment A; and Attachment B.

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INFORMATION RELEASE CONTRACT BETWEEN TEXAS WORKFORCE COMMISSION AND WILLIAMSON COUNTY CONSTABLE PRECINCT 1

STATEMENT OF WORK - PROJECT OBLIGATIONS

SECTION 1 – Project Abstract

- 1.1 Contract Purpose. The purpose of this Contract is to provide Recipient with access to confidential Agency data, to ensure that Recipient will maintain the confidentiality of the data, and to require Recipient to reimburse Agency for costs of providing access at the rates set out in this Contract.
- Authorized Use of TWC Information. Subject to the security and confidentiality provisions of this 1.2 Contract, Recipient is authorized to use TWC Information solely for the following purpose: to assist in locating defendants, witnesses and fugitives in criminal cases and to assist in locating persons with outstanding warrants (the "Limited Purpose"). Any other use of TWC Information by Recipient is a breach of this Contract.
- 1.3 References. Section references are to sections of this Attachment A unless otherwise specified.

SECTION 2 – Obligations of Agency

2.1 Online Access.

- Description. Agency agrees to provide online "read-only" access to the following Agency 2.1.1 mainframe computer screens:
 - BN75: wage records file:
 - CMES, CTCS, and BPCS: unemployment compensation claim benefit data; and
 - IRS6, STS, and SER: employer master file inquiry.
- 2.1.2 Number of Users. Subject to Section 3.1, Agency will grant access to the screens listed in Section 2.1.1 to a maximum of ten (10) "Users," all of whom must be direct Recipient employees.
- 2.1.3 Availability. Online access will routinely be available Monday through Friday, 8:00 a.m. to 5:00 p.m. Central Time, excluding State holidays, although Agency does not guarantee access during these periods. Agency may terminate or limit access without notice based on business necessity or in the event of an emergency.

SECTION 3 – Obligations of Recipient

3.1 Online Access.

- Annual Fee and Payment. Recipient shall pay Agency a one thousand five hundred dollar (\$1,500.00) annual subscription fee for the online access described in Section 2.1. The annual subscription fee covers the twelve (12) month period that begins on the Begin Date. Payment of the annual subscription fee is due within thirty (30) days of Recipient's execution of this Contract. The annual subscription fee is nonrefundable and will not be prorated in case of early termination of this Contract or suspension of services. Recipient shall pay Agency the annual subscription fee for each subsequent contract year within thirty (30) days of the beginning of each contract year. Recipient shall send payment to Texas Workforce Commission, Revenue and Trust Management, P.O. Box 322, Austin, TX 78767-0322.
- 3.1.2 <u>User Documents</u>. All prospective online Users must execute a *Texas Workforce Commission User Agreement* ("User Agreement"), Attachment C, and complete online TWC Information Technology Security Awareness Training ("Security Training").
- 3.1.3 <u>User Document Submission and Maintenance</u>. Before Agency RACF Administration will issue a User ID and password to a prospective User, Agency RACF Administration must receive from Recipient Contact Person (designated in Section 4.1) copies of a completed User Agreement and certificate of completion of Security Training ("Training Certificate"), with a completed *Cover Sheet for Transmitting User Agreement and Training Certificate* ("Cover Sheet"), Attachment D. Agency may deny access to any prospective User on security grounds. Recipient must maintain on file all original Training Certificates and User Agreements.
- 3.1.4 <u>User Document Renewal</u>. **On October 1, 2017** the online access of each User established under a prior contract will be terminated unless Agency RACF Administration has received for the User, from Recipient Contact Person, copies of a new User Agreement and new Training Certificate executed or dated, respectively, no more than thirty (30) calendar days before submission, with a completed Cover Sheet.
- 3.1.5 <u>Annual User Renewal</u>. Each year, on the first day of the month following the anniversary of the Begin Date, the online access of each User will be terminated unless Agency RACF Administration has received for the User, from Recipient Contact Person, copies of a new User Agreement and new Training Certificate executed or dated, respectively, no more than thirty (30) calendar days before submission, with a completed Cover Sheet.
- 3.1.6 Notice of User Employment Change. Recipient shall notify Agency within three (3) calendar days of a User's termination, resignation, or reassignment into a position not requiring access to TWC Information, so that the User's password can be immediately revoked. Failure to provide such notice is a breach of this Contract and may result in immediate suspension of all online access, termination of this Contract, and other penalties provided by law and this Contract.
- 3.1.7 <u>Changes Prohibited</u>. Users shall not change or update any TWC Information contained in Agency's computer stored files. Users shall not use any automated system or software to make multiple queries of Agency's computer stored files.
- 3.1.8 <u>Instructions</u>. Recipient shall be solely responsible for disseminating to Users any instructions provided by Agency regarding navigation of online access to TWC Information.

3.2 Additional Requirements.

- 3.2.1 <u>Security Safeguards</u>. Recipient shall establish, maintain, and comply with security safeguards and procedures to protect the confidentiality of all TWC Information. Recipient shall comply with the requirements in *Safeguards for TWC Information*, Attachment B. Failure to comply with any requirement of Attachment B is a breach of this Contract.
- 3.2.2 <u>Suspension</u>. Agency may suspend all services without notice if Agency suspects a violation of the security provisions in Attachment B. Services will remain suspended until Agency has fully investigated any suspected security violations and is satisfied that resumption of services will not result in security breaches. In the event of an extended suspension of services, Agency will notify Recipient as soon as possible.
- 3.2.3 <u>Enduring Obligation</u>. Termination or expiration of this Contract will not end Recipient's responsibility to protect the confidentiality of TWC Information remaining in Recipient's possession, under Recipient's control, or held by a third party subject to contract or agreement with Recipient.
- 3.2.4 <u>Audit</u>. Recipient's security safeguards and procedures, as well as Recipient's access to and use of TWC Information, are subject to monitoring, evaluation and audit by Agency.
- 3.2.5 <u>Inspections</u>. Recipient shall cooperate fully with any on-site inspections and monitoring activities of Agency. So that Agency may audit Recipient's compliance with the requirements of state and federal law and this Contract, Recipient shall permit Agency access to all sites containing TWC Information (including sites where data is maintained electronically), and to all workplaces used by personnel who have access to TWC Information.
- 3.2.6 Self-Assessment Report. Recipient shall submit to Agency a fully-executed *Quarterly Self-Assessment Report*, Attachment H, on the next-occurring quarterly filing date after the Begin Date, and on each quarterly filing date for as long as this Contract is in effect. The quarterly filing dates are January 1, April 1, July 1, and October 1. Each report must have been signed within thirty (30) days preceding submission.
- 3.2.7 <u>Identity Theft Protection</u>. In case of unauthorized disclosure of TWC Information by Recipient, Recipient shall purchase identity theft protection service for all individuals whose information was disclosed without authorization. The protection service shall cover each individual for a two-year period and must include, at a minimum, automatic fraud alerts to the individual.
- 3.2.8 <u>Significant Change</u>. Recipient agrees to notify Agency in writing within ten (10) calendar days of any significant change affecting Recipient and Recipient's identity, including but not limited to changes in its ownership or control, name, governing board membership, authority of governing board, officeholders, or vendor identification number.
- 3.2.9 <u>Computer Resources</u>. Recipient shall provide and maintain its own computer hardware and software to accomplish the necessary computer communications linkages with Agency.
- 3.2.10 <u>Data Source</u>. Agency does not warrant or guarantee the accuracy of TWC Information. TWC Information includes data provided to Agency by third parties, including employers and employees.

SECTION 4 – Contact Persons

4.1 <u>Designation</u>. The Parties designate the following primary liaisons for implementation of this Contract:

Agency Contact Person

M. Sonja Elizondo
External Data Exchange Contracts (EDEC)
Procurement and Contract Services Department
Texas Workforce Commission
1117 Trinity Street, Room 304T
Austin, TX 78701

Phone: Fax:

(512) 463-0291 (512) 936-0219

Email:

RSMContracts@twc.state.tx.us

Recipient Contact Person

Mike Pendley Chief Deputy Williamson County Constable Precinct 1 1801 E. Old Settlers Blvd., Ste. #105 Round Rock, TX 78664

Phone: (512) 244-8650

Email: mpendley@wilco.org

Send invoices to:

Same as above

- 4.2 <u>Notice</u>. Any notice required under this Contract must be given to the other Party's Contact Person.
- 4.3 <u>Notice to Alternate</u>. If Recipient designates an alternate Contact Person, written notification by Agency to one (1) of the Recipient Contact Persons will satisfy any notification requirement of this Contract.
- 4.4 <u>Change</u>. Recipient may request a change in Recipient Contact Person by submitting to Agency Contact Person a written request on organizational letterhead signed by the person who signed this Contract on behalf of Recipient, or by a successor with authority to bind Recipient contractually. The request must include the TWC Contract Number, the name of the person being replaced, and the name of the new Recipient Contact Person, with job title, work address, phone number, and email address. No change in Recipient Contact Person is effective until acknowledged in writing by Agency.
- 4.5 <u>Communications</u>. Recipient shall include the TWC Contract Number in all communications with Agency.

SECTION 5 - Effect on Other Contracts

The Parties agree that this Contract supersedes and replaces all other contracts between them for information release or data sharing, including 2913PEN003.

SAFEGUARDS FOR TWC INFORMATION

- 1. "Recipient" in this Contract shall maintain sufficient safeguards over all TWC Information to prevent unauthorized access to or disclosure of TWC Information:
 - "TWC Information" means records maintained by Agency (TWC), and records obtained by Recipient from Agency under this Contract, including (1) records and data compilations provided electronically, on paper, or via online access or e-mail, (2) records and data compilations that Recipient has converted into another format or medium (such as handwritten or electronic notes), and (3) records and data compilations incorporated in any manner into Recipient's records, files or data compilations.
- 2. <u>Monitoring</u>. Recipient shall monitor its Users' access to and use of TWC Information, and shall ensure that TWC Information is used only for the following "Limited Purpose": to assist in locating defendants, witnesses and fugitives in criminal cases and to assist in locating persons with outstanding warrants. Recipient shall also ensure that TWC Information is used only for purposes authorized by law and in compliance with all other provisions of this Contract.
- 3. Storage. Recipient shall store TWC Information in a place physically secure from access by unauthorized persons.
- 4. <u>Protection</u>. Recipient shall store and process TWC Information, including that maintained in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain TWC Information by any means.
- 5. <u>Access.</u> Recipient shall undertake precautions to ensure that only authorized personnel are given access to TWC Information stored in computer systems.
- 6. <u>Instruction</u>. Recipient shall instruct all personnel having access to TWC Information about all confidentiality requirements including the requirements of 20 C.F.R. Part 603 as well as the sanctions specified in this Contract and under state and federal law for unauthorized disclosure of TWC Information. Recipient acknowledges that all personnel who will have access to TWC Information have been instructed as required.
- 7. <u>Disposal</u>. Recipient shall dispose of TWC Information and any copies thereof after the Limited Purpose is achieved, except for TWC Information possessed by any court. Disposal means return of TWC Information to Agency or destruction of TWC Information, as directed by Agency. Disposal includes deletion of personal identifiers in lieu of destruction. In any case, Recipient shall dispose of all TWC Information within thirty (30) calendar days after the termination, cancellation, or expiration of this Contract, in accordance with Attachment G, *Certificate of Destruction for Contractors and Vendors*, which is attached to this contract and incorporated for all purposes.
- 8. <u>System.</u> Recipient shall establish and maintain a system sufficient to allow an audit of compliance with the requirements of this Attachment B and the other provisions of this Contract.
- 9. <u>No Disclosure or Release</u>. Recipient shall not disclose or release any TWC Information other than as permitted in this Contract, without prior written consent of Agency.
- 10. <u>Unauthorized Disclosure</u>. It is a breach of this Contract to disclose TWC Information orally, electronically, in written or printed form, or in any other manner without the prior written consent of Agency:
 - 10.1 to any contract employee of Recipient or any individual not employed by Recipient;
 - 10.2 to another government entity, including a law enforcement entity;
 - 10.3 to Recipient employees who do not have a need to use TWC Information for the Limited Purpose.
- 11. Authorized Disclosure. TWC Information may only be disclosed:
 - 11.1 to employees under the direct hiring-and-firing control of Recipient who have a need to use the TWC Information for the Limited Purpose; and

TEXAS WORKFORCE COMMISSION INFORMATION RELEASE CONTRACT

- in a criminal judicial proceeding if the TWC Information is introduced in court as a sealed record with access limited to the prosecutor, defendant, judge, and jury.
- 12. <u>Security Violation</u>. Recipient shall monitor access of Users and shall notify Agency within twenty-four (24) hours if a security violation of this Contract is detected, or if Recipient suspects that the security or integrity of TWC Information has or may have been compromised in any way.
- 13. <u>Format</u>. TWC Information is subject to the requirements of this Contract even if the TWC Information is converted by Recipient into another format or medium, or incorporated in any manner into Recipient's records, files, or data compilations.
- 14. <u>Access Limited</u>. Recipient shall limit access to TWC Information to its employees who need access to achieve the Limited Purpose.
- 15. <u>Mobile Device and Removal</u>. Recipient shall not place TWC Information on mobile, remote, or portable storage devices, or remove storage media from Recipient's facility, without the prior written authorization of Agency.
- 16. <u>Public Information Act</u>. Under Texas Labor Code § 301.085, TWC Information is not "public information" for purposes of the Public Information Act, Texas Government Code, Chapter 552. Recipient shall not release any TWC Information in response to a request made under the Public Information Act or under any other law, regulation, or ordinance addressing public access to government records.
- 17. Subpoena. Recipient shall notify Agency within twenty-four (24) hours of the receipt of any subpoena, other judicial request, or request for appearance for testimony upon any matter concerning TWC Information. Federal regulations dictate the handling of subpoenas for TWC Information. Recipient shall comply with the requirements of 20 C.F.R. § 603.7 in responding to any subpoena, other judicial request, or request for appearance for testimony upon any matter concerning TWC Information.
- 18. <u>Federal Regulation</u>. Recipient shall comply with all requirements of *Safeguards for TWC Information* (Attachment B of this Contract) relating to safeguarding TWC Information and insuring its confidentiality.
- 19. <u>Unauthorized Lookup</u>. A User shall not access TWC Information listed under the User's SSN or the SSN of a co-worker, family member, or friend.
- 20. <u>Screening Online Users</u>. Recipient shall screen potential Users and seek online access only for employees that Recipient has determined pose no threat to the security of TWC Information.
- 21. <u>Screening All Handlers</u>. Recipient shall permit access to TWC Information only to employees that Recipient has determined pose no threat to the security of TWC Information.
- 22. <u>Internet</u>. Recipient shall not transmit any TWC Information over the Internet unless it is encrypted using at least 256-bit encryption.
- 23. <u>Screen Dump</u>. Recipient's security guidelines shall ensure that any screen dump or other extraction of TWC Information will be protected from unauthorized use or disclosure.
- 24. <u>No Transfer</u>. Recipient shall not transfer the authority or ability to access or maintain TWC Information under this Contract to any other person or entity.

TEXAS WORKFORCE COMMISSION USER AGREEMENT

I,(User's Printed Name)	(User's Social Security Number)	
(User's work phone number)	(Print User's work street address)	
	•	•
(Print User's employer)	(Print User's work email)	
acknowledge that I will be assigned a personal User ID computer system. Under no circumstances will I allow belonging to anyone else. As an online User with acceled personally accountable for my actions and for any Information is limited to the following Limited Purpose cases and to assist in locating persons with outstands employers whose TWC Information I gain access to, are employer except as necessary for the Limited Purpose.	my User ID or password to be used by any other as to confidential TWC data ("TWC Information" activity performed under my User ID. I understate only: to assist in locating defendants, witnesseing warrants. I understand that TWC maintains and that I am not allowed access to TWC Informations.	individual, nor will I use on P), I understand that I will be and that the use of TWC as and fugitives in criminal a record of the individuals are about any individual or
I will not enter any unauthorized data or make any char written or printed form, or in any other manner without Information to other governmental entities, including la	prior written authorization from TWC. I will no	ation orally, electronically, in t disclose any TWC
I understand that under Texas Labor Code § 301.085, a it is a criminal offense to solicit, disclose, receive or use TWC Information that reveals: (1) identifying informat that foreseeably could be combined with other publicly individual or past or present employer. This offense is	 e, or to authorize, permit, participate in, or acquie ion regarding any individual or past or present en available information to reveal identifying information 	sce in another person's use o nployer; or (2) information nation regarding any
I understand that under Texas Penal Code § 33.02(a), it computer system without the effective consent of the ovin jail up to 99 years or life in prison, a fine of \$2,000-\$	wner. Depending on the circumstances, the offen-	outer, computer network, or se is punishable by 180 days
I have read and had explained to me the confidentiality with TWC. I understand and agree to abide by these reapprovision of this User Agreement, I will jeopardize my	quirements. I understand that if I violate any of the	nd of my employer's contract nese requirements or any
Signature of User		Date signed
Supervisor Approval: I have instructed the User listed obtained under the contract with TWC, including the recin state law for unauthorized disclosure of TWC Information.	quirements of 20 C.F.R. § 603.9 and the sanctions	licable to TWC Information s specified in the Contract an
Signature of Supervisor	Printed Name	Date signed
Approval of Contract Signatory or Contact Person n	amed in Contract:	•

Texas Workforce Commission Certificate of Destruction for Contractors and Vendors

Attachment G

Hard copy and electronic and disposal actions. The methods for media sanitiz http://csrc.nist.gov/publics	e media must b ation are listed	e protected and in the NIST Sr	d contro pecial P	lled by authorize ublication 800-88	d personne	el during t	transport out	side of controlle	es media sanitization d areas. Approved
Contact Name		Title		Con	npany Nam	ne and Ad	ddress		Phone
		h an inventor	y of the	media if need	ed for bul		•		
Me	edia Type					Media 7	Title / Docum	ent Name	
HARD COPY		ECTRONIC							
Media (Paper, Microfilm, Co	Description Omputer Media,	Tapes, etc.)							
Dates	of Records								
Document / Re	cord Tracking N	Vumber		TWC Item Nu	mber		Make / M	odel	Serial Number
	CL	EAR	Who	Completed?		<u> </u>	Who	Verified?	
Item Sanitization	PU	IRGE	Phor	ne .			Pho	ne	- 1/1/
	DE	STROY	DATI	E Completed					
Sanitization Method ar	nd/or Product	Used →							_
			Reus	ed Internally	1731 1431 1431 1431			Destruction /	Disposal
Final Disposition of Me	edia		Reused Externally			Returned to	Manufacturer		
			Othe	er:					
Comments:									
If any TWC Da	ta is retaine d	, indicate the	type of	f storage media	ı, physica	l locatio	ns(s), and a	ny planned de	estruction date.
Description of TWC Da	ata Retained	and Retention	Requi	rements:			· · · · · · · · · · · · · · · · · · ·		
	-								
Proposed method of dest	ruction for TW0	C approval:		Type of storag		?			
				Physical local					
				Planned dest					
Within five (5) days of des description of TWC data	struction or pur		ne TWC		itement co	ntaining t	the date of cl	earing, purging	or destruction,
Authorized approval has including state, federal ar								rds Retention S	chedule requirements
R	ecords Destr	oyed by:					Records De	estruction Veri	fied by:
Signa	ture		Dat	te			Signature		Date

Be sure to enter name and contact info for who completed the data destruction and who verified data destruction in the fields above.

Send the signed Certificate of Destruction to:
TWC: Information Security Office, Rm. 0330A, 101 E. 15th Street, Austin, TX 78778-0001

GP Revised: 09-02-15

Texas Workforce Commission Certificate of Destruction for Contractors and Vendors

Attachment G

INSTRUCTIONS FOR CERTIFICATE OF DESTRUCTION

Hard copy and electronic media must be sanitized prior to disposal or release for reuse. The TWC tracks, documents, and verifies media sanitization and disposal actions. The media must be protected and controlled by authorized personnel during transport outside of controlled areas. Approved methods for media sanitization are listed in the NIST Special Publication 800-88, Guidelines for Media Sanitization. http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88 with-errata.pdf

IRS Publication 1075 directs us to the FISMA requirements and NIST guidelines for sanitization and disposition of media used for federal tax information (FTI). These guidelines are also required for sensitive or confidential information that may include personally identifiable information (PII) or protected health information (PHI). NIST 800-88, Appendix A contains a matrix of media with minimum recommended sanitization techniques for clearing, purging, or destroying various media types. This appendix is to be used with the decision flow chart provided in NIST 800-88, Section 5.

There are two primary types of media in common use:

- <u>Hard Copy</u>. Hard copy media is physical representations of information. Paper printouts, printer and facsimile ribbons, drums, and platens are all examples of hard copy media.
- <u>Electronic (or soft copy)</u>. Electronic media are the bits and bytes contained in hard drives, random access memory (RAM), read-only memory (ROM), disks, memory devices, phones, mobile computing devices, networking equipment, and many other types listed in NIST SP 800-88, Appendix A.
- 1. For media being reused within your organization, use the CLEAR procedure for the appropriate type of media. Then validate the media is cleared and document the media status and disposition.
- 2. For media to be reused outside your organization or if leaving your organization for any reason, use the PURGE procedure for the appropriate type of media. Then validate the media is purged and document the media status and disposition. Note that some PURGE techniques such as degaussing will typically render the media (such as a hard drive) permanently unusable.
- 3. For media that will not be reused, use the **DESTRUCTION** procedure for the appropriate type of media. Then validate the media is destroyed and document the media status and disposition.
- 4. For media that has been damaged (i.e. crashed drive) and cannot be reused, use the **DESTRUCTION** procedure for the appropriate type of media. Then validate the media is destroyed and document the media status and disposition.
- 5. If immediate purging of all data storage components is not possible, data remaining in any storage component will be protected to prevent unauthorized disclosures. Within twenty (20) business days of contract expiration or termination, provide TWC with a signed statement detailing the nature of TWC data retained type of storage media, physical location, planned destruction date, and the proposed methods of destruction for TWC approval.
- 6. Send the signed Certificate of Destruction to:

Texas Workforce Commission Information Security Office Room 0330A 101 E. 15th Street Austin, TX 78778-0001 FAX to: 512-463-3062

or send as an email attachment to:

willie.harvey@twc.state.tx.us

Final Distribution of	Original to:	Willie Harvey, Chief Information Security Officer 512-463-8372
Certificate	Copy to:	Your Company Records Management Liaison - or - Information Security Officer TWC Contract Manager

GP Revised: 09-02-15

Information Release Contract – Feb 17 TWC Contract Number: 2918PEN000 Page 10 of 12

Attachment H

QUARTERLY SELF-ASSESSMENT REPORT

Failure to submit this report by due date can result in termination of all access to TWC Information.

The entity receiving TWC Information under TWC Contract ("Recipient") confirms it is in compliance with the requirements of the Contract and the *Safeguards for TWC Information* (Attachment B of the Contract), during the previous period, to include the following:

1.	Recipient used the disclosed TWC Information only for purposes authorized by law and consistent with the Limited Purpose set forth in Section 1.2 of Attachment A of the Contract.	Yes: No:
2.	Recipient stored the disclosed TWC Information in a place physically secure from access by unauthorized persons. This includes hard copies of the information.	Yes: No:
3.	Recipient stored and processed disclosed TWC Information maintained in electronic format outside of the recipient computer systems in such a way that unauthorized persons cannot obtain the TWC Information by any means.	Yes: No:
4.	Recipient took precautions to ensure that only authorized personnel were given access to disclosed TWC Information that is stored in recipient's computer systems.	Yes: No:
5.	Recipient has instructed all personnel having access to the disclosed TWC Information about confidentiality requirements, the requirements of 20 C.F.R. § 603.9 found in <i>Safeguards for TWC Information</i> (Attachment B), and the sanctions specified in State law for unauthorized disclosure. (Each violation is a Class A Misdemeanor, punishable by a fine of \$4,000, a year in jail, or both).	Yes: No:
6.	Recipient adhered to confidentiality requirements and procedures that are consistent with, and meet the requirements of the TWC Contract.	Yes: No:
7.	Recipient agreed to report any infraction(s) of these requirements and procedures to TWC fully and promptly.	Yes: No:
8.	Recipient disposed of disclosed TWC Information, and any copies thereof made by Recipient, after the purpose for which the TWC Information was disclosed, is served, or as required by court order. (Disposal means return of the TWC Information to TWC or destruction of the TWC Information, as directed by TWC. Disposal includes deletion of personal identifiers in lieu of destruction.)	Yes: No:
9.	Recipient ensured that the disclosed TWC Information is not retained with personal identifiers for longer than such period of time as TWC deems appropriate.	Yes: No:
10.	Recipient maintained a system sufficient to allow an audit of compliance with the requirements of 20 C.F.R. § 603.9 (Attachment B) and the TWC Contract.	Yes: No:
11.	Attached is a description of the system referred to in Item 10. Recipient ensured that any copies of any logs sent to TWC do not contain Sensitive PII. Remember to secure originals containing PII.	Yes: No:

TEXAS WORKFORCE COMMISSION INFORMATION RELEASE CONTRACT

12. Recipient maintained as a minimum, the enc			
encrypt the data at the minimum of 256-bit A		Yes: No:	
13. Annual Renewal of Contract User Agreement Contract terms are on file and copies have be RACFAdmn@twc.state.tx.us.		Yes: No:	_
14. All users have completed the training within	the previous 12 months.	Yes: No:	
By signature hereon, the Contract signatory or to All statements and information submitted in responsaccurate, and complete.	•		
Signature	Date		
Signature Printed Name and Title	Date Williamson County Constable Pr 2918PEN000	ecinct 1-	
	Williamson County Constable Pr	ecinct 1-	
Printed Name and Title	Williamson County Constable Pr 2918PEN000 ment and Contract Services Department		

512-936-0219

Fax:

Commissioners Court - Regular Session

Meeting Date: 06/16/2020 Kenfield Golf Cars for Expo

Submitted For: Randy Barker Submitted By: Andrew Portillo,

Purchasing

26.

Department: Purchasing **Agenda Category: Consent**

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Short Term Lease Agreement between Williamson County and Kenfield Golf Cars, LLC for the rental of a golf cart at a rate of \$475.00 per month to support the operations of the Williamson County Expo Center and authorizing execution of the agreement.

Background

This agreement is for a 3 to 6 month lease of one (1) 6 passenger gas golf cart for the Expo Center. The monthly rental will be at a rate of \$475 per month plus a one time pickup/delivery fee of \$80.00. Department point of contact is Clint Chitsey. Funding source 01.0100.3106.004620. This expense was budgeted for FY20

Fiscal Impact

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

Attachments

agreement

Inbox

Form Review

Date

Reviewed By Kerstin Hancock Purchasing (Originator) 06/11/2020 12:01 PM

Andrea Schiele County Judge Exec Asst. 06/11/2020 12:02 PM

Form Started By: Andrew Portillo Started On: 06/10/2020 09:19 AM

Final Approval Date: 06/11/2020

Kenfield Golf Cars LLC

Full Service Dealership-Sales-Service-Parts-Batteries

Fixed Rental-Golf Car Short-Term Lease Agreement

This agreement is by and between Kenfield Golf Cars (herein called Lessor) having its principle place of business at 13357 Pond Springs Road, Austin, TX 78729

and: Williamson County Expo.

In consideration of the undertaking and of the premises herein, the parties covenant agrees as follows:

THE LESSOR AGREES TO THE FOLLOWING:

- 1. To perform routine maintenance as needed and as indicated in #2 below.
- **2.** To make all repairs and replace all parts required by **NORMAL WEAR AND NORMAL USAGE** incurred by use and normal function of the car.

THE LESSEE AGREES TO THE FOLLOWING:

- 1. To keep cars furnished by Lessor, secure and sheltered the time between the delivery date and pickup date.
- 2. To be responsible for and reimburse Lessor for any damages, repairs, and lost rent due to vandalism, theft, accident, negligence of other than the normal function of the car.
- 3. Lessee is responsible for flats incurred during leasing of the car(s).
- 4. Not to use the leased car for any purpose other than the normal function of the car.
- 5. Lessee is responsible for the cleanliness of car(s) upon return or a cleaning fee of \$30.00 per cart will be charged.
- **6.** To maintain water (distilled only) level in batteries, and check oil level. (Procedures for at least one week rental)

SPECIAL PROVISIONS:

- 1. <u>No Waiver of Sovereign Immunity or Powers</u>: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of licensee, the Williamson County Commissioners Court, or the Williamson County Judge.
- 2. Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee in accordance

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

- **3.** <u>Termination for Convenience</u>: This agreement 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.
- **4.** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.
- 5. <u>Venue and Governing Law</u>: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

TERMS:

- **1.** Rental is to be for a 6 passenger gas cart for a period of 3 to 6 months. Place: Williamson County Expo
- 2. Rent shall be \$475 monthly plus one time pickup/delivery fee of \$80.
- **3.** The monthly rental rate of \$475 is due and payable on the 20^{th} of every month via Lessee's purchasing card.

Ву: _		Dated:
	Authorized Lessee Representative	,
Ву: _	MI	Dated: 5/29/20
	Authorized Kenfield Golf Car Representative	

PLEASE READ SIGN AND FAX BACK TO 512-258-8582. THANK YOU.

Commissioners Court - Regular Session

Meeting Date: 06/16/2020

Awarding RFQ #2727-3-4 Planning and Design of Park Bond Projects

Submitted For: Randy Barker Submitted By: Thomas Skiles,

Purchasing

27.

Department: Purchasing **Agenda Category:** Consent

Information

Agenda Item

Discuss, consider and take appropriate action on awarding RFQ #2727-3-4 Planning and Design of Park Bond Projects (Champion Park, Project #C1 and Southwest Regional Park, Project #C2) to the overall most qualified firm Studio 16:19, LLC and authorizing execution of the agreement. Funding sources P552 (C1), P560 (C2).

Background

Purchasing solicited sealed statements of qualifications for the planning and design of projects related to the 2019 Park Bond. Forty-four (44) firms participated in the solicitation, of which ten (10) firms submitted a response. An evaluation was held for each of the projects defined in the RFQ. After evaluation of Projects C1 and C2, it was determined that Studio 16:19 was the most qualified to provide the services required by the County for these projects. Total award amount is \$252,145.00. Department point of contact is Russell Fishbeck.

Fiscal Impact

|--|

Attachments

Evaluation Agreement

Form Review

Inbox Reviewed By Date

Purchasing (Originator) Randy Barker 06/11/2020 10:00 AM County Judge Exec Asst. Andrea Schiele 06/11/2020 10:51 AM

Form Started By: Thomas Skiles Started On: 06/10/2020 07:41 AM

Final Approval Date: 06/11/2020

EVALUATION - (C) SW REGIONAL PARK & Champion Park - Planning and Design RFQ # 2727

Evaluation Criteria	Maximum Score Points	<u>1619</u>	<u>Dunaway</u>	<u>GSC</u>	<u>Halff</u>	<u>M&S</u>	<u>MWM</u>	<u>N&K</u>	<u>PSC</u>	<u>RVi</u>	<u>TBG</u>
Architect, Landscape Architect or Engineer's proposed staff experience/qualifications	30	28	24	30	Did Not Submit	Did Not Submit	Did Not Submit	26	27	Did Not Submit	28
Structural Experience/Qualifications	25	24	24	25	0	0	0	21	22	0	25
Technical Capabilities	25	24	23	10	0	0	0	10	24	0	20
Architectural Reference Check	15	15	10	5	0	0	0	10	14	0	10
Proximity of respondent's headquarters	5	5	5	5	0	0	0	5	5	0	5
TOTAL	100	96	86	75	0	0	0	72	92	0	88

AGREEMENT FOR DESIGN & ENGINEERING SERVICES

THIS AGREEMENT FOR DESIGN AND ENGINEERING SERVICES ("Agreement") is made and entered into by and between Williamson County, a body corporate and politic under the laws of the State of Texas, hereinafter "County", and Studio 16:19, LLC, hereinafter "A/E".

RECITALS

County intends to make improvements to Champion Park (C1) and Southwest Regional Park (C2), hereinafter called the "Project"; and

County desires that A/E perform certain professional design and engineering services in connection with the Project; and

A/E represents that it is qualified and desires to perform such services;

NOW, THEREFORE, County and A/E, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

SECTION I

SCOPE OF AGREEMENT

A/E agrees to perform professional design and engineering services in connection with the Project as stated herein, and for having rendered such services, County agrees to pay to A/E compensation as stated in the sections to follow.

SECTION II

CHARACTER AND SCOPE OF SERVICES

A. In consideration of the compensation herein provided, A/E shall perform professional landscape architecture and engineering services for the Project, which are acceptable to County, based on standard landscape architecture and engineering practices and the scope of work described on the Exhibit(s) attached to this Agreement. A/E shall also serve as County's professional landscape architect and engineer in those phases of the Project to which this Agreement applies and will consult with and give advice to County during the performance of A/E's services.

B. A/E shall not commence work until A/E has been thoroughly briefed on the scope of the Project and has been notified in writing to proceed, as evidenced by a Notice to Proceed.

County shall not be responsible for work performed or costs incurred by A/E 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. A/E 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.

- C. County will provide A/E with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular Project at no cost to A/E; however, any and all such information shall remain the property of County and shall be returned, if County so instructs A/E.
- **D.** A/E shall perform the following Basic Scope of Services (sometimes referred to herein as the "Basic Scope of Services", "Basic Services" or the "Scope of Services"):
 - 1. The Basic Scope of Services shall generally consist of all elements of work, materials and equipment required for the development of the Project, in accordance with the requirements, policies, and general practices of Williamson County.
 - 2. Local, state and federal documents, codes and regulations shall be used in the development of the Project. If the Project occurs outside of a municipality, A/E shall comply with County's current code adoption document.
 - 3. As part of the Scope of Services, A/E shall submit its work products to County for review at regular intervals and as requested by County.
 - 4. The detailed Scope of Services to be provided by County for the Project is set forth herein as **Exhibit** "A" to this Agreement, and is expressly incorporated and made a part hereof.
 - 5. The detailed Basic Scope of Services for the Project to be provided by A/E is set forth herein as **Exhibit "B"** to this Agreement, and is expressly incorporated and made a part hereof.
 - 6. County will prepare and issue Work Authorizations, in substantially the same form set forth herein as **Exhibit** "F" to this Agreement to authorize A/E to perform one or more Scope Items. 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 A/E of all Architectural and Engineering Services and a fee amount agreed upon by County and A/E. 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 A/E'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. A/E shall promptly notify County of any event which will affect completion of the Work Authorization, although such notification shall not relieve A/E from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Planning, Design, and Engineering Services take longer than shown on the Work Authorization, through no fault of A/E, A/E may submit a timely written request for additional time, which shall be subject to the approval of 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.

SECTION III

ADDITIONAL SERVICES AND CHARGES

For the performance of the services not specifically described as Basic Services under Section II above (sometimes referred to herein as "Additional Services"), County will pay and A/E shall receive, under a negotiated written contract modification, Additional Services compensation based upon the method and rates set forth **Exhibit "C"**.

A/E shall not, however, be compensated for work made necessary by A/E's negligent errors or omissions. In the event of any dispute over the classification of A/E's services as Basic or Additional Services under this Agreement, the decision of County shall be final and binding on A/E.

It is expressly understood and agreed that A/E shall not furnish any Additional Services without the prior written authorization of County. County shall have no obligation to pay for such Additional Services which have been rendered without the prior written authorization of County by a fully executed Work Authorization.

SECTION IV

TIME FOR PERFORMANCE

A. Time for Performance. A/E agrees to complete the services called for in **Exhibit "B"** in accordance with the Preliminary Work Schedule set forth in **Exhibit "D"** in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto.

SECTION V

SUBMITTAL PROCESS AND REVISIONS TO A/E WORK PRODUCT

- **A. Submittal Process.** A/E's A/E Work Product will be reviewed by County under its applicable technical requirements and procedures, as follows:
 - 1. Reports, plans, surveys, field notes, original drawings, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, data, sketches and/or schematics prepared by A/E and supporting documents (collectively referred to hereinabove and hereinafter as the "A/E Work Product(s)"), shall be submitted by A/E on or before the dates specified for completion, as set out in the Preliminary Work Schedule set forth in **Exhibit "D"**.
 - 2. Upon receipt of A/E Work Products, the submission shall be checked for completion. "Completion" shall be defined as: all of the required items (as defined by the Scope of Services described herein) have been included in A/E Work Products in compliance with the requirements of this Agreement. The completeness of any A/E Work Product submitted to County will be determined by County within fourteen (14) days of such submittal and County will notify A/E in writing within such time period if such A/E Work Product has been found to be incomplete
 - 3. If the submission is Complete, County's technical review process will then begin. If the submission is incomplete, County will notify A/E, who shall perform such professional services as are required to complete the work and resubmit it to County within seven (7) days. This process shall be repeated until a submission is complete.
 - 4. Within seven (7) days of determining that a particular A/E Work Product is Complete, County will review the completed work for compliance with the Scope of Work and determine whether or not to accept such A/E Work Product. If necessary, the completed work shall be returned to A/E, who shall perform any required work and resubmit it to County. This process shall be repeated until the work is accepted. "Acceptance" shall mean that in County's opinion substantial compliance with the requirements of this Agreement has been achieved.
 - 5. After Acceptance, A/E shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive final approval by County. "Approval" in this sense shall mean formal recognition that the work has been fully carried out.
- **B.** Revision to A/E Work Product. A/E shall make, without expense to County, such revisions to A/E Work Product as may be required to correct negligent errors or omissions so A/E Work Product meets the needs of County, but after the approval of A/E Work Product any revisions, additions, or other modifications made at County's request which involve extra services and expenses to A/E shall entitle A/E to additional compensation for such extra services and

expenses; provided, however, A/E hereby agrees to perform any necessary corrections to A/E Work Products which are found to be in negligent error or omission as a result of A/E's development of A/E Work Product, at any time, without additional compensation. If it is necessary due to such error or omission by A/E to revise any A/E Work Product in order to make the Project constructible, A/E shall do so without additional compensation. In the event of any dispute over the classification of A/E's Work Products as Complete, Accepted, or Approved under this Agreement, the decision of County Judge shall be final and binding on A/E, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

C. Days. All references to a "day" in this Agreement shall mean a calendar day unless otherwise specified.

SECTION VI

A/E'S COMPENSATION

For and in consideration of the Basic Services rendered by A/E, County will pay to A/E a lump sum amount of \$252,145, hereinafter called the "Lump Sum Amount", plus the amount payable under Section III (Additional Services), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto.

A/E and County acknowledge the fact that the Lump Sum Amount stated above is the total estimated costs of the Basic Services to be rendered under this Agreement. This Lump Sum Amount is based upon the labor and non-labor costs estimated to be required in the performance of the various phases of Basic Services provided for under this Agreement. Compensation for Basic Services will be paid by County by monthly invoices of percentage completion of each Phase and not to exceed lump sum amounts by Phase as set forth in **Exhibit "C"**. Along with invoice, A/E shall submit working documents in any stage of completion to demonstrate incremental progress toward end of Phase submittals, as set forth in **Exhibit "D"**.

SECTION VII

TIME OF PAYMENT; PAYMENT AND INTEREST; AND RIGHT TO AUDIT

A. Time of Payment. During the performance of the Basic Services provided for in this Agreement, as described in **Exhibit "B"**, payments for Basic Services shall be made based upon the milestones completed as described in Section VI. Upon completion of a milestone, A/E shall submit a sworn statement to County detailing the milestone completed and the amount of payment due for achieving the milestone.

During the performance of Additional Services as described in Section III, on or about the last day of each calendar month during the performance of the services to be provided under this Agreement, A/E shall submit a sworn statement to County, along with time sheets detailing hours

worked, receipts detailing expenses incurred and other support documentation, in a form acceptable to the Williamson County Auditor, setting forth the Additional Services provided for by this Agreement which were completed during such calendar month, the compensation which is due which have not been previously billed or paid. In the event the statement 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 County or whether they are the basis of invoices from subcontractors for which A/E seeks reimbursement from County, the charges shall be accompanied by an affidavit signed by an officer or principal of A/E certifying that the work was performed, it was authorized by County and that all information contained in the invoice that is being submitted is true and correct.

County will review the statements for both Basic and Additional Services within thirty (30) days of receipt and approve them with such modifications, if any, as it deems appropriate. County will pay each statement within thirty (30) days after County's approval; provided, however, that the approval or payment of any statement shall not be considered to be evidence of performance by A/E to the point indicated by such statement or of receipt or acceptance by County of the services covered by such statement.

B. Interest and Late Payments. County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by 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 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.

In the event that an error appears in an invoice/application for payment submitted by A/E, County will notify A/E of the error not later than the twenty first (21st) day after the date County receives the invoice/application for payment. If the error is resolved in favor of A/E, A/E shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by A/E beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of County, A/E shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

C. Right to Audit. A/E agrees to maintain, for a period of seven years, detailed records identifying each individual performing the 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, and provide such other details as may be requested by County Auditor for verification purposes. A/E agrees that County or its duly authorized representatives shall, until the expiration of three 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 A/E which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. A/E shall retain its records within the

boundaries of Williamson County and further agrees that County shall have access during normal working hours to all necessary A/E facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County will give A/E reasonable advance notice of intended audits.

SECTION VIII

SUSPENSION AND TERMINATION

A. Suspension. County may suspend the work at any time for any reason without terminating this Agreement by giving written Notice of Suspension and the work may be reinstated and this Agreement resumed in full force and effect within thirty (30) calendar days of receipt by A/E of written Notice of Reinstatement from County. In the event such suspension of the Project or A/E's services hereunder extends for a period of ninety (90) consecutive calendar days or more, A/E may terminate this Agreement in writing.

If County suspends A/E's Services, the Time for Performance as determined in <u>Section IV</u>, for a Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

B. Termination. County may terminate this Agreement, any Work Authorization, or Supplemental Work Authorization related thereto at any time by notice in writing to A/E. Upon receipt of such notice, A/E shall discontinue all services in connection with the performance of this Agreement, any Work Authorization, or Supplemental Work Authorization related thereto and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. Within sixty (60) days after receipt of notice of termination, A/E shall submit a statement, showing in detail the services performed under this Agreement, any Work Authorization, or Supplemental Work Authorization related thereto to the date of termination. County will then pay A/E that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, any Work Authorization, or Supplemental Work Authorization related thereto, less such payments on account of charges as have been previously made. Copies of all completed or partially completed designs, drawings, electronic data files and specifications prepared under this Agreement shall be delivered to County when and if this Agreement is terminated.

SECTION IX

NOTICE

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or A/E at the following addresses. If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United

States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To A/E: Studio 16:19, LLC

1717 N IH-35, Suite 308 Round Rock, TX 78664

Attention: Brent A. Baker, PLA, ASLA, CLARB

Managing Principal

To County: Williamson County Judge

Bill Gravell Jr. (or successor) 710 Main Street, Suite 101 Georgetown, Texas 78626

Either party may designate a different address by giving the other party ten days written notice.

SECTION X

A/E's REPRESENTATIONS

A/E represents that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to complete the services and perform its obligation under this Agreement and under the Contract Documents. A/E further represents and acknowledges that: (a) it is a sophisticated business entity that possesses the required level of experience and expertise in business administration, construction, and contract administration of projects of similar or like size, complexity, and nature as the Project; (b) County is relying on A/E's representation herein that it possesses sufficient skill, knowledge, experience, and ability to fully perform the services and its obligations under this Agreement; (c) A/E shall assign to this Project qualified individual landscape architects and engineers, as required, and experienced personnel to manage those professionals, as needed, to ensure the quality of performance required herein; and (d) the fee stated in this Agreement is adequate compensation for the timely completion of the Basic Services. Furthermore, A/E's duties as set forth herein shall at no time be in any way diminished by reason of any approval by County nor shall A/E be released from any liability by reason of such approval by County, it being understood that County at all times is ultimately relying upon A/E's skill and knowledge in performing the services required hereunder.

SECTION XI

SUCCESSORS AND ASSIGNS

County and A/E bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such

other party, in respect to all covenants of this Agreement. Neither County, nor A/E shall assign or transfer its interest in this Agreement without written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

SECTION XII

INSURANCE REQUIREMENTS

A/E shall maintain in full force and effect worker's compensation insurance, professional liability insurance, and general liability insurance during the entire term of this Agreement, in the amount set forth in **Exhibit "E"** - Insurance Requirements, and shall incorporate a provision requiring direct written notice to County at least thirty (30) days prior to any cancellation, non-renewal or material reduction of the policies. Said liability insurance policy shall be purchased from a reliable company licensed or authorized to do business in Texas. Proof of required insurance shall be submitted on Certificate(s) of Insurance and Endorsement(s) issued to County, as required in **Exhibit "E"**.

A/E shall require that any and all other contractors and/or consultants engaged or employed by A/E carry and maintain the same insurance and coverages in relation to the services to be rendered by such contractors and/or consultants. A/E shall submit to County proof of such insurance. The maintenance in full current force and effect of such form and amount of insurance, in such amount as County will have accepted, shall be a condition precedent to A/E's exercise or enforcement of any rights under this Agreement.

SECTION XIII

PUBLIC CONTACT

Contact with the news media, citizens of Williamson County or governmental agencies shall be the responsibility of County. Under no circumstances shall A/E release any material or information developed in the performance of its services hereunder without the express written permission of County.

SECTION XIV

COMPLIANCE AND STANDARDS

A/E shall render the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the landscape architecture and engineering professions, and in recognition of such standards, comply with all applicable state, federal, and local laws, ordinances, rules and regulations relating to the services to be rendered hereunder, and A/E's performance.

SECTION XV

OWNERSHIP OF DOCUMENTS, COPYRIGHT

County shall be the absolute and unqualified owner of all A/E Work Product prepared pursuant to this Agreement by A/E and its subcontractors with the same force and effect as if County prepared same for use solely for the construction, maintenance, or remodel of the Project to which this Agreement pertains. Copies of all completed or partially completed A/E Work Product prepared pursuant to this Agreement by A/E shall be delivered to County when and if this Agreement is terminated or upon completion of this Agreement, whichever occurs first. A/E may retain one (1) set of reproducible copies of such documents and such copies shall be for A/E's sole use in preparation of studies or reports for Williamson County only. A/E is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, without the prior express written permission of County.

SECTION XVI

INDEMNIFICATION

A/E AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE 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 A/E, A/E'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH A/E INCLUDING, WITHOUT LIMITATION, A/E'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH A/E EXERCISES CONTROL.

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

A/E FURTHER AGREES TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE 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 A/E IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT A/E'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 COUNTY OR THIRD PARTIES FOR WHOM A/E IS NOT LEGALLY LIABLE, A/E'S OBLIGATIONS SHALL BE IN PROPORTION TO A/E'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST COUNTY IN WHICH CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY ACTS, ERRORS OR OMISSIONS OF A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS OR IN THE ADMINISTRATION OF THE AGREEMENT BY A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, AND/OR INADEQUATE SERVICES PURSUANT TO THE CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT AS DEFINED AND REQUIRED BY THIS AGREEMENT, AGREEMENT EXHIBITS AND THE CONSTRUCTION CONTRACT DOCUMENTS, THEN COUNTY SHALL HAVE THE RIGHT TO JOIN A/E AT COUNTY'S COST. A/E SHALL ALSO HOLD COUNTY HARMLESS AND INDEMNIFY COUNTY TO THE EXTENT THAT A/E, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE A/E, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

SECTION XVII

MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

SECTION XVIII

AUTHORITY OF COUNTY JUDGE

County Judge or his/her designee and/or agent as designated by County Judge (individually or collectively the "County Judge") shall decide any and all questions which may arise as to the interpretation of this Agreement and all questions as to the acceptable fulfillment of this Agreement by A/E. County Judge's decision shall be final. It is mutually agreed by both parties that County Judge shall act as referee in all questions arising under the terms of this Agreement between the parties hereto and that the decisions of County Judge in such shall be final and binding alike on both parties hereto. But nothing contained in this section shall be construed to authorize County Judge to alter, vary or amend any of the terms or provisions of this Agreement.

SECTION XIX

MERGER

The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions,

correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

SECTION XX

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.

SECTION XXI

VENUE AND GOVERNING LAW

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

SECTION XXII

EQUAL OPPORTUNITY IN EMPLOYMENT

The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

SECTION XXIII

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.

SECTION XXIV

CONSTRUCTION

Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement 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 Agreement.

SECTION XXV

RELATIONSHIP OF THE PARTIES

Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

SECTION XXVI

NO WAIVER OF IMMUNITIES

Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to 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.

SECTION XXVII

NO WAIVER

No action or inaction taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement

and such action or inaction will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature.

SECTION XXVIII

EXHIBITS, WORK AUTHORIZATIONS, AND SUPPLEMENTAL WORK AUTHORIZATIONS

In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this Agreement, the following shall control:

- 1. As between this Agreement and its Exhibits, Work Authorizations, Supplemental Work Authorizations, or any other documents which make up this Agreement, this Agreement shall govern.
- 2. In the event of any conflict, discrepancy, or inconsistency among any of the other Agreement Exhibits, Work Authorizations, or Supplemental Work Authorizations, A/E shall diligently review all such documents and notify County immediately upon discovery of the same for resolution by County.
- 3. Any documents not included or expressly contemplated in this Agreement do not, and shall not, form a part of this Agreement. The Agreement Exhibits are intended to be complimentary, and a requirement in one document shall be deemed a requirement in all documents.

SECTION XXIX

EXECUTION

County executes this Agreement by and through County Judge acting pursuant to Order of the Commissioners' Court of Williamson County, Texas, so authorizing. A/E's duly authorized representative acknowledges by his/her signature below that he/she has read and understands the above paragraphs and that A/E has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives. This Agreement shall be effective as of the date of the last party's execution of this Agreement.

WILLIAMSON COU	NTY:
By:	
Bill Gravell Jr.	
Williamson Cou	anty Judge
Date Signed:	, 20
	ITECT OR ENGINEER:
Name of Company:	studio 16:19, LC
Ву:	B '
Printed Name:	ETA BAKER
Title: MAHACIM	- PRINCIPAL
Date Signed:	JUME 9TH, 2020

LIST OF EXHIBITS

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by A/E

Exhibit C - Fee Schedule / Hourly Rates

Exhibit D - Preliminary Work Schedule

Exhibit E - Insurance Requirements

Exhibit F - Work Authorization

Exhibit A

SERVICES TO BE PROVIDED BY COUNTY

County Services will be performed in accordance with the Phases of work as described in **Attachment "A"** of each Work Authorization.

Exhibit B

SERVICES TO BE PROVIDED BY A/E

Detailed A/E services shall be defined in **Attachment "B"** of each Work Authorization.

Exhibit C

FEE SCHEDULE / HOURLY RATES

A Lump Sum Amount and detailed Fee Schedule shall be defined in **Attachment "C"** of each Work Authorization.

Prime Consultant and Subconsultant individual hourly rate schedules attached below:

\$185.00
\$145.00
\$115.00
\$ 90.00
\$ 75.00
\$ 65.00
\$250.00
\$185.00
\$140.00
\$100.00
\$150.00
\$200.00
\$160.00
\$135.00
\$105.00
\$ 80.00
\$ 80.00
\$ 85.00
\$ 60.00
\$ 60.00

WGI – electrical engineer (MEP)	
Project Manager	\$185.00
Principal Engineer	\$230.00
Project Engineer	\$150.00
Engineer in Training	\$100.00
Gessner – geotechnical engineer	
Project Manager	\$160.00
Professional Engineer	\$135.00
EIT Engineer	\$105.00
Lab Technician	\$ 52.00
Drilling Crew Lead	\$ 60.00
Drilling Assistant	\$ 52.00
Field Coordinator	\$ 60.00
Inland Geodetics – surveyor	
Project Manager	\$146.00
Registered Professional Licensed Surveyor (RPLS)\$140.00
Senior Technician	\$102.00
Technician	\$ 98.00
Licensed State Land Surveyor (LSLS)	\$156.00
Admin/ Clerical	\$ 56.00
Cox McClain Environmental Consultant	
Senior Environmental Planner	\$130.00
Environmental Planner IV	\$110.00
Environmental Scientist IV	\$ 95.00
Environmental Scientist III	\$ 85.00
Archeologist/ Biologist I	\$ 75.00
Senior Field Tech	\$ 0.00

Exhibit D

PRELIMINARY WORK SCHDULE

A detailed Work Schedule shall be defined in **Attachment "D"** of each Work Authorization.

The schedule may be refined during the course of the Project but shall not predate the Execution Date nor exceed the Termination Date.

Exhibit E

INSURANCE REQUIREMENTS

During the term of this Agreement, A/E agrees to provide and maintain the following insurance:

- A. Worker's Compensation in accordance with statutory requirements.
- B. 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, including coverage on same for independent subcontractor(s). WILLIAMSON COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate. A/E shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
- D. Professional Liability Errors and Omissions Insurance in the amount of \$2,000,000.00 per claim.

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

A/E shall not commence any field work under this Agreement until he has obtained all required insurance and such insurance has been approved by County. A/E shall not allow any subcontractor(s) to commence work to be performed in connection with this Agreement 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 A/E hereunder.

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. A/E shall furnish County with a certification of coverage issued by the insurer. A/E shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED, REDUCED, RESTRICTED OR LIMITED UNTIL TEN (30) DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

It is the intention of County and agreed to and hereby acknowledged by A/E, that no provision of this Agreement shall be construed to require County to submit to mandatory arbitration or mediation 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 under this Agreement and/or Exhibits which absolutely requires arbitration or mediation of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Agreement.

Exhibit F

WORK AUTHORIZATION NO. __

	PROJECT:
Planning,	Authorization is made pursuant to the terms and conditions of the Agreement for Design, and Engineering Services, being dated and entered into by
	en Williamson County, Texas, a political subdivision of the State of Texas, hereinafter and, hereinafter "A/E".
PART 1.	A/E shall provide the following Planning, Design, and Engineering Services set forth in Attachment "B" of this Work Authorization.
PART 2.	The maximum amount payable for services under this Work Authorization without modification is §
PART 3.	Payment to A/E for the services established under this Work Authorization shall be made in accordance with the Contract.
PART 4.	This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on The Planning, Design, and Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.
PART 5.	This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.
PART 6.	County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. A/E understands and agrees that County's payment of amounts under this Work Authorization is contingent on County receiving appropriations or other expenditure authority sufficient to allow County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by A/E that County shall have the right to terminate this Contract at the end of any County fiscal year if the

termination by giving written notice of termination to A/E.

governing body of Williamson County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may affect such

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

EXECUTED this day of	, 20
A/E:	COUNTY: Williamson County, Texas
By:Signature	By: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 A/E

Attachment C - Fee Schedule

Attachment D - Preliminary Work Schedule

Commissioners Court - Regular Session

Meeting Date: 06/16/2020

Approving Agreement Lavi Industries Virtual Queue Manager

Submitted For: Randy Barker Submitted By: Thomas Skiles,

Purchasing

28.

Department: Purchasing **Agenda Category:** Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Agreement and related County Addendum between Williamson County and Lavi Industires to provide a Virtual Queue Manager (QTrac) to support the re-opening and continued operations of Williamson County Departments and authorizing execution of the related documents.

Background

QTrac is a virtual queuing/appointment scheduling solution for the county which leverages technology to manage service queues and optimize customer flow by virtually placing customers into a queue for service, calling customers to be served, monitoring and managing customers and service allocation, optimizing wait times and service efficiency. The cost of this agreement will be \$5,000.00 for the initial system configuration, \$179.00 per month for hosting & support services and a \$0.03 per text fee. Department point of contact is Minnie Beteille. Funding source Cares Act 418P.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox Reviewed By Date

Purchasing (Originator) Randy Barker 06/11/2020 09:59 AM County Judge Exec Asst. Andrea Schiele 06/11/2020 10:52 AM

Form Started By: Thomas Skiles Started On: 06/10/2020 11:56 AM

Final Approval Date: 06/11/2020

STATEMENT OF WORK SHORT-FORM AGREEMENT

Statement of Work No.: 1.0	Statement of Work Date: June 16, 2020
Project: Virtual Queue Manager	Phase [If Applicable]: N/A

This Short Form Statement of Work Agreement ("SOW") is made and entered into between Williamson County, Texas ("Client") and Lavi Industries ("Vendor") as of 06/16/2020. Client and Vendor shall hereinafter be referred to individually as a "Party" and collectively as the "Parties". This SOW is intended to encompass the basic terms and obligations of the Parties, which the Parties agree in good-faith to further expand upon in a long-form agreement ("LFA").

SOW 1.0 <u>SOW Term</u>: This SOW commences on 06/16/2020 ("**SOW Effective Date**") and, unless terminated sooner in accordance with the provisions hereof, terminates on the completion and Acceptance of all Services and Deliverables under this SOW.

SOW 2.0 <u>Description of Work or Services</u>: Lavi will provide the Services to be performed, in accordance with this SOW, to 10 county departments.

Phase 1 – Minimum Complexity

- 1. A standard configuration will be prepared for the Williamson County, and will be applied to each of the offices. The configuration will be comprised of the following:
 - a. Service Types (reasons for visit)
 - i. Up to 4 named service types
 - ii. Uniform appointment scheduling logic per service type (# appointment slots, duration of appointment slots, appointment schedule, reminders notification, confirmation notification, etc.)
 - iii. Uniform business logic per service type (SMS notifications, mobile wait screen, etc.)
 - iv. The queue per office will be managed as first-come-first-serve sequence.

b. Check-In:

- i. 1 x QR Code per office
- ii. 1 x Dedicated SMS Check-In Number per office
- iii. 1 x "Kiosk" interface
 - 1. Home Page Logo + up to 4 service types + appointment check-in. Uniform graphics.
 - 2. Questions Page 4 fields (Name, Phone, Email, Freeform Notes)
- c. Users and Stations:

i. Each office will have "manager users" and "basic users". Manager Users will have access to reports, "station" and "kiosk" modules. Basic Users will have access to "station" and "kiosk".

d. Real-Time Queue Display (Queue List):

- i. The primary means for communicating and updating position in line during Phase 1 will be via SMS notifications and the real-time "mobile wait screen".
- ii. The Williamson County standard configuration will not include inoffice TV monitors.

e. <u>Languages:</u>

- i. The Williamson County standard configuration will support English only.
- 2. Customization requests which significantly deviate from the Williamson County standard configuration will be subject to an additional "per location configuration fee" quoted as \$500.

Phase II – Office Enhancements

- 1. Following the successful deployment and acceptance of the Minimum Complexity solution at the various offices, individual offices may have a desire to further tailor and enhance the business logic specifically for their needs. Williamson County and Lavi will collect new business requirements per office to be implemented in Phase II.
- 2. Such unique requirements will be aggregated and documented into a Phase II Statement of Work, and will be reviewed and approved by Williamson County and Lavi Industries stakeholders.

SOW 3.0 <u>Deliverables.</u> Lavi will deliver the following Deliverables in accordance with the Acceptance Criteria listed below as well as the additional functional requirements set forth in **Schedule A** hereto:

Project plan	Detailed plan of project steps, deliverables and responsible parties	Week 1
Communication plan	Kickoff meeting, POC's, regular update meetings	Week 1
Configuration plan	Layouts and graphic design services	Week 1
Network provisioning plan	The client will be responsible for provisioning their network for the Qtrac VR Implementation for the in-store employee facing web application.	Week 1
Test documentation	Test scripts and execution documentation	Week 1
Training material	Documentation, videos and webinars supporting the train the training plan	Week 1

Launch	Step by step launch to the different store locations.	Week 2
Implementation Review	Formal status reviews of pilot performance and reports	Week 3

Software Licensing

Vendor hereby grants to Client a royalty-free, non-exclusive, non-transferable license to use the Deliverables within the scope of the Project. Client acknowledges and agrees that nothing herein shall be construed as transferring to Client the patent, trademark, copyright or any other right, title or interest in any Vendor Deliverables licensed hereunder, with all such right, title and interest remaining with the Vendor.

SOW 4.0 Performance Standards (Service Levels): In addition to the Service Levels set forth in the Agreement, Lavi shall also meet or exceed the Service Levels set forth more fully in the LFA and its accompanying attachments.

SOW 5.0 Roles and Responsibilities:

Name/Title	Role/position	Key Personnel (Yes or No?)
Minnie Beteille	Williamson County, Texas – Technology Services Project Manager	Yes
Ken Langford	Lavi – Project Manager	Yes
Anuradha Joshi	Lavi – Project Coordinator	Yes

SOW 6.0 Representations, Warranties, and Covenants. The Parties represent, warrant, and covenant to each other that they have the full power and authority to enter into the terms of this SOW and bind themselves to the obligations set forth herein.

SOW 7.0 Knowledge Transfer:

Vendor shall provide to Client a four (4) hour Webinar training program with unlimited participants, as well as PowerPoint documents covering various aspects of the Qtrac VR software and a comprehensive User Manual.

SOW 8.0 Fees:

Client will pay Vendor in accordance with the following terms:

Implementation fees:

Ongoing Subscription, Maintenance, and Support fees shall be as follows:

One-Time Fees	10 Location
	Deployment
System Configuration, hosting environment allocation,	
business logic and graphic design	\$5,000.00

Online Training (4 Hours)	Included
Total One-Time Fees	\$5.000.00
Monthly SaaS Per Location	
Hosting and Support Services	\$179.00
Total Monthly SaaS Per Location	\$179.00
Fees Per Use	
Per Text Fees	\$0.03

Total Fees Per Use \$0.03

There are no other fees, costs or expenses to be paid by Client to Vendor, unless expressly agreed to in writing by both Parties. Vendor shall not increase the Fees during the SOW Term unless the Parties agree thereto in writing. SMS fees are billed on a quarterly basis.

SOW 9.0 Project Plan; Milestones. See section SOW 3.0

SOW 10.0 SOW Representatives and Notices:

Lavi Industries: Ken Langford, Product Manager

27810 Avenue Hopkins Valencia, CA 91355 Tel: (661) 219-3112

Email Address: kenl@lavi.com

Client Representative: Minnie Beteille, Technology Services Project Manager

Tel: (512) 943-1448

Email Address: mbeteille@wilco.org

Notices under this SOW will be given to the Vendor and Client Representatives via personal delivery or certified mail, in addition to any email correspondence, at the addresses set forth hereinabove.

SOW 10.0 Long-Form Agreement:

The Parties shall use their commercially reasonable efforts to promptly negotiate and to enter into the LFA incorporating the terms and conditions set forth herein. Notwithstanding the foregoing, the Parties expressly acknowledge and agree that this SOW shall constitute a binding agreement between them subject only to the conditions set forth herein and others customary for transactions of this type. If such LFA is not executed and delivered on or prior to July 25, 2020, then (a) this SOW shall constitute such LFA, (b) the Parties shall promptly proceed to consummate the transactions contemplated hereunder and the obligations of the Parties shall be governed by this SOW, and (c) all references herein to the LFA shall be deemed references to this SOW. This SOW supersedes all

prior agreements and understandings between the Parties with respect to the subject matter, except to the extent otherwise provided herein.

SOW 11.0 Indemnification:

Client shall indemnify, defend and hold Vendor harmless with respect to any claim, loss or expense (including all costs and attorney fees) arising from, or related to, Client's use of the Deliverables, except that Vendor shall defend and indemnify Client and its clients from and against any claim arising out of or relating to alleged copyright, patent or trademark infringement based upon the originality of the Deliverables, Vendor's lack of ownership in the Deliverables or Vendor's inability to grant the licenses set forth herein.

SOW 12.0 Governing Law/Jurisdiction:

The interpretation, construction, and enforcement of this SOW shall be in accordance with the Laws of the State of California. Any claim, dispute or disagreement arising out of, connected with or in respect of this SOW shall be brought only in the courts of the State of California or the federal courts within the State of California, which courts shall have exclusive jurisdiction thereof, and each Party hereby waives any claim that such courts do not have jurisdiction or are an inconvenient forum. Client expressly and unequivocally submits and consents to personal jurisdiction in the State of California and waives all claims to forum non-conveniens.

The Parties have executed this SOW as of the SOW Effective Date.

Williamson County, Texas	Lavi Industries
Authorized Signature	Authorized Signature Yonatan Lavi
Print Name	Print Name
	Vice President
Title	Title

COUNTY OF WILLIAMSON

§

COUNTY ADDENDUM FOR PURCHASE OF GOODS AND SERVICES DURING COVID-19 OPERATIONS (Federal Emergency Management Agency "FEMA" Requirements)

Important Notice: County Purchase Orders and Agreements constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Federal and Texas law, including but not limited to Federal Emergency Management Agency Rules and Regulations, Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS AGREEMENT is made and entered into by and between **Williamson County, Texas** (hereinafter "Customer" or "The County" or "Williamson County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and Lavi Industries (hereinafter "Vendor"). Customer agrees to engage Vendor as an independent Contractor, to assist in providing certain goods or operational services pursuant to the following terms, conditions, and restrictions:

I.

Incorporated Documents: This Agreement constitutes the entire Agreement 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 Agreement include the following:

- A. Vendor Quote dated June 16, 2020;
- B. Vendor Sales Agreement;
- C. Williamson County Agreement Addendum; and
- D. Any necessary insurance certificates.

Where there is any conflict between this Addendum and any of the abovereferenced Agreement documents or incorporated documents, the terms of this Addendum shall control. <u>No Waiver of Sovereign Immunity or Powers</u>: 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.

III.

<u>Compliance with All Laws</u>: Vendor agrees and will comply with any and all local, state or federal requirements with respect to the goods or services rendered.

IV.

Good Faith: Vendor agrees to act in good faith in the performance of the Agreement relevant to this Agreement.

V.

Relationship of the Parties: Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

VI.

<u>Texas Law Applicable to Indemnification and Limitation of Liability</u>: All indemnifications or limitations of liability shall be to the extent authorized under Texas law.

VII.

Payment: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the Agreement; (2) the date the performance of the service under the Agreement is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by 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.

VIII.

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

IX.

Right to Audit: Vendor 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 Vendor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Vendor agrees that Customer shall have access during normal working hours to all necessary Vendor facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Customer shall give Vendor reasonable advance notice of intended audits. In no circumstances will Vendor be required to create or maintain documents not kept in the ordinary course of Vendor's business operations, nor will Vendor be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

X.

<u>Mediation</u>: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on the Agreements relevant to this Agreement.

XI.

<u>Venue and Governing Law</u>: Venue of this Agreement shall be Williamson County, Texas, and the law of the State of Texas shall govern.

XII.

No Assignment: This agreement may not be assigned by either party without prior written consent.

ADDITIONAL REQUIREMENTS FOR FEDERAL EMERGENCY MANAGEMENT AGENCY ("FEMA") COMPLIANCE:

XIII.

Clean Air Act and The Federal Water Pollution Control Act Compliance:

Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. and Vendor agrees to report each violation to the Customer and understands and agrees that the Customer will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. If applicable, Vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

XIV.

Suspension and Debarment: (1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Vendor is required to verify that none of the Vendor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- (2) The Vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by Customer. If it is later determined that the Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Customer, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The Vendor, bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any agreement that may arise from this offer. The Vendor, bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

XV.

Recovered Materials: (1) In the performance of this Agreement, the Vendor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- (a) Competitively within a timeframe providing for compliance with the contract performance schedule; (b) Meeting contract performance requirements; or (c) At a reasonable price.
- (2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site: https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.
- (3) The Vendor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

XVI.

Access to Records: The following access to records requirements apply to this Agreement:

- (1) The Vendor agrees to provide Customer, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Vendor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the Customer and the Vendor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

XVII.

<u>Use of DHS Seals and Related Items</u>: The Vendor shall not use Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

XVIII.

<u>Compliance with Federal Law and FEMA Rules</u>: This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the agreement.

The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

XIX.

Compliance with Byrd Anti-Lobbying Act, 31 U.S.C. § 1352 (as amended):

Vendors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

XX.

No Federal Government Obligations: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Vendor, or any other party pertaining to any matter resulting from this Agreement.

XXI.

<u>False Claims Act Compliance and Program Fraud Prevention</u>: The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this Agreement.

XXII.

<u>County Judge or Presiding Officer Authorized to Sign Agreement</u>: The presiding officer of Customer's governing body who is authorized to execute this instrument by order duly recorded may execute this addendum on behalf of Customer.

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

WILLIAMSON COUNTY:	Vendor:
Authorized Signature	Authorized Signature
Date:	Date: <u>June 10th,</u> , 2020

Commissioners Court - Regular Session

Meeting Date: 06/16/2020

Move Solutions for JP4

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 Service Proposal and related County Addendum between Williamson County and Move Solutions, Ltd. (MSL) to provide moving services in the not-to-exceed amount of \$4,926.22 per the terms of TXMAS Contract Number TXMAS-6-711K020 and authorizing execution of the related documents. Funding source P534.

Background

This proposal is for Move Solutions to relocate furniture, appliances, equipment and crates from 321 Ed Schmidt Blvd in Hutto to 1300 Joe DiMaggio in Round Rock in addition to a large conference table and chairs from 100 Wilco Way in Georgetown to 1300 Joe DiMaggio in Round Rock. Department point of contact is Dwayne Gossett.

Fiscal Impact

From/To	Acct No.	Description	Amount
·			

Attachments

Addendum Proposal

Form Review

Inbox Reviewed By Date

Purchasing (Originator) Kerstin Hancock 06/11/2020 10:56 AM County Judge Exec Asst. Andrea Schiele 06/11/2020 11:10 AM

Form Started By: Andrew Portillo Started On: 06/10/2020 09:14 AM

Final Approval Date: 06/11/2020

29.

COUNTY OF WILLIAMSON

§

COUNTY ADDENDUM FOR MOVING AND RELOCATION SERVICES (Move Solutions, Ltd.)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS ADDENDUM TO MOVE SOLUTIONS, LTD. SERVICE PROPOSAL AND AGREEMENT is made and entered into by and between **Williamson County**, **Texas** (hereinafter "Client" or "County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Move Solutions**, **Ltd.** (hereinafter "MSL"). County agrees to engage MSL as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

<u>Incorporated Documents</u>: This Agreement constitutes the entire Agreement 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 Agreement include the following:

- A. MSL Service Proposal and Agreement, dated May 20, 2020;
- B. This Williamson County Addendum; and
- C. Any necessary insurance certificates.

II.

<u>Compliance with All Laws</u>: MSL agrees and will comply with all local, state or federal requirements with respect to the services rendered.

III.

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 Client 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 Client in accordance with Texas Government Code Section 2251.025.

IV.

<u>Termination for Convenience</u>: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ten (10) days written notice thereof. In the event of termination, Client will only be liable for its pro rata share of services rendered and goods actually received.

V.

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

VI.

<u>Mediation</u>: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this agreement. The County does not agree to arbitration.

VII.

<u>Venue and Governing Law</u>: Venue of this agreement shall be Williamson County, Texas, and the law of the State of Texas shall govern.

VIII.

Right to Audit: MSL agrees that Client 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 MSL which are directly pertinent to the services to be performed under this agreement for the purposes of making audits, examinations, excerpts, and transcriptions. MSL agrees that Client shall have access during normal working hours to all necessary MSL facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Client shall give MSL reasonable advance notice of intended audits.

IX.

No Assignment: This Agreement may not be assigned without the County's prior written consent.

X.

<u>Texas Law Applicable to Indemnification</u>: All indemnifications or limitations of liability shall be to the extent authorized under Texas law and the right to trial by jury shall not be waived.

XI.

<u>County Judge or Presiding Officer Authorized to Sign Agreement</u>: The presiding officer of Client's governing body who is authorized to execute this instrument by order duly recorded may execute this addendum on behalf of Client.

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

WILLIAMSON	COUNTY:	MSL:
		Charles Williams
Authorized Sign	ature	Authorized Signature
Date:	, 2020	Date: June 1 , 2020

move solutions

PROPOSAL

PLAN | FURNISH | TECH | MOVE | DECOMMISSION

Service Proposal For

Williamson County

austin proposal 39043 proposal date: 5/20/2020

austin proposar 35045	proposar date: 3/20/2020	
Thank you for your consideration of our proposal. V	Ve are eager to address any questions you may have!	
Client Contact Information:	Move Solutions Contact Information:	
Name: Dwayne Gossett - Facilities Manager Phone: (512) 943-1599 Cell:(254) 654-1495 Email: dgossett@wilco.org	Name: Charlee Williams Phone: (512) 326-1711 Cell:(512) 784-0693 Email: cwilliams@tospartners.com	
Proposal Scope of Work (Task Description):	Proposal Quotation:	
Relocation of all labeled furniture, fridge, whiteboards (de/ re), copier, computer equip, crates, etc from 321 Ed Schmidt Blvd in Hutto to 1300 Joe DiMaggio in Round Rock. Relocation of large conference table and chairs from 100 Wilco Way in Georgetown to 1300 Joe DiMaggio in Round Rock. One-time delivery/14 day rental/one-time pick up of (38) crates. All materials/equipment necessary to complete relocation successfully. Property protection to be laid per building management requirements. Client to pack/unpack all contents. Client to de/reinstall all electronics. Client to disconnect all water lines prior to our arrival. Copiers must be prepped by appropriate service vendor prior to the	Project Management \$356.80 Materials \$828.05 Relocation Activity \$3,741.37	
move.	Proposal Subtotal: \$4,926.22 Consumables: \$0.00 Fuel Surcharge: \$0.00 Sales Tax: \$0.00 Proposal Total: \$4,926.22 We would appreciate the opportunity to serve you.	
MSL Maximum Limited Liability for damaged items is Industry Standard \$.60 per Lb. per item unless higher limits are requested. Four hour Service Minimum. Billable time includes all travel time from and to MSL.	Estimated Activity Start Date: 6/18/2020 Proposal Type: Firm Fixed Bid TXMAS Contract Number: TXMAS-6-7111K020	
Client Payable Contact Information:	Payment Terms Agreement:	
Name: Dwayne Gossett - Facilities Manager Phone: (512) 943-1599 Cell:(254) 654-1495 Email: dgossett@wilco.org	Deposit: 0% Job Start: 0% Balance: 100% \$0.00 \$0.00 \$4,926.22 Remaining Balance is due 'Net 15' unless otherwise agreed.	
Customer Proposal Acceptance		
With my signature I confirm the Proposal Scope of Work and accept to authorized to commit the Company named above to payment of the for any additional activities requested while performing this Scope of Solutions, Ltd. (MSL) Proposal Terms and Conditions and have initiale	MSL charges resulting from the Scope of Work described above and Work. I have read, understood, and agree to the attached Move	
Authorized Signature:	Phone: ()	
Printed Name & Title:	Date:	

Enclosed Move Solutions, Ltd. Terms and Conditions must be initialed and returned with proposal.

move solutions, ltd. (msl) - austin proposal 39043

terms and conditions

Agreement Between Parties

This agreement, its attached Proposal, and any change orders that may result, constitute the entire agreement between Move Solutions, Ltd. (MSL hereafter) and the Customer and no other representations or statements will be binding upon those parties. If any part of this agreement is found to be invalid or unenforceable for any reason, the remaining terms and conditions of this agreement shall remain in full force and effect.

Plans / Drawings

If applicable Customer is to provide accurate, dimensioned floor plans, installation plans, etc. of the destination space to MSL in a timely manner prior to the provision of MSL Scope Of Work (SOW hereafter) services.

Customer Coordination Personnel

Customer is to assign Coordination Personnel to be present during SOW activities. MSL is not responsible for any cost of Customer's employees, representatives, loss of market, loss of use, or the employees, vehicles, and/or equipment of any other vendor that Customer may hire in any event.

Worksite, Dock, and Elevator Access

Customer is to ensure reasonable, unrestricted access to all facilities required to complete the SOW activities and/or to make needed post SOW repairs. MSL is not responsible for dock, elevator use, elevator operator, elevator mechanic, or elevator top/bottom car fees in any event.

Additionally Billable Events

Billable events outside of the SOW may include, but are not limited to, Customer's failure to perform certain agreed or assumed tasks by the times and dates agreed, incomplete destination finishout, inadequate space planning, missing parts, delay from elevator or power failure, weather delay, significant traffic delay, worksite obstruction from Customer assets or personnel, services or materials requested by Customer representatives outside of the SOW or signed change orders, debris, the presence of other Contractors, or requests to store or dispose of excess furniture or goods.

Schedule Cancellation, Rescheduling

In the event Customer cancels or reschedules either the entire "SOW" schedule, or a planned work activity phase of six or more MSL employees, within six business days of the scheduled start time of such activity, Customer agrees to pay MSL a "Loss of Revenue" rescheduling fee equal to twenty-five percent of the estimated MSL service charge for that planned work activity.

MSL Option to Repair

Customer grants MSL the option to repair any damage that in MSL's opinion is repairable. Successful repair is defined as returning the damaged item or area to its pre-move condition. At MSL's option, or in the event Customer unreasonably disapproves MSL's repair of the item or area, MSL reserves the right to "cash out" claimed damages within the limit of liability chosen by Customer, or to submit a claim to MSL's insurance provider.

Damage Reporting / Withholding

Damages which Customer may claim related to MSL services must be reported to MSL via written correspondence within six business days of the MSL service claimed to have caused the damage(s). Customer agrees not to hold MSL liable for any type of damage based on a "pro-rata" distribution of fault among multiple Vendors. In the event of damage, Customer agrees not to withhold all or any part of Move Solutions, Ltd.'s invoice(s) for services beyond the agreed payment term. Withholding payment beyond the agreement terms shall void all MSL warranties or repair liability.

Customer Packed Containers / Keys

MSL is not liable for damage or loss to contents of Customer packed containers, employee personally owned items, damage to file cabinets moved loaded, or for keys in locks which become lost or broken.

Marble, Granite, etc.

All stone items, such as marble granite, etc. are fragile and not meant to be moved frequently. Even with extreme caution there is risk of damage. Due to this circumstance MSL has no liability to damage to these items during the moving process.

Water Hookups / Plants

MSL is never responsible for water hookups, plant damage or plant health.

Electronic or Mechanical Equipment

Customer is responsible for correct copier and/or equipment move preparation. Copiers must be prepared for moving by Customer's service provider. Should there be clear evidence of external or internal physical damage resulting from MSL's negligence, MSL shall be liable for resulting physical and functional repair in limits per the damage reimbursement selected by the Customer. Should the equipment exhibit only a functional failure, such failure shall constitute "coincidental failure" for which Customer agrees MSL shall have no liability

Contractor Billings

MSL will not be liable, including by offset or deduction, for other contractor repair expense without MSL's prior written consent.

Security, Missing Items

Customer is to provide all security it desires at all times. Absent proof of an MSL employee's involvement in a theft during a scheduled work activity, Customer releases MSL from all liability for missing items, including but not limited to, pens, PID's, purses and/or their contents including cash or checks, mobile phones, or laptop computers.

move solutions, ltd. (msl) - austin proposal 39043

Client Initials:

Date: _

Move Solutions, LTD.

Client Security and Packing Requirements

WORKPLACE SECURITY: Many trades, employees, workers are on site during a move. Take theft prone items such as money, cell phones, laptops, pens, purses, business checks, home or keep them in your direct physical possession at all times. Secure business check stock. Be vigilant!

WORKPLACE SAFETY: If you see anybody unusual, or workers in areas they are not to be in, report them to aTOS Supervisor or Security immediately. TOS Masonite floor protection can be a tripping hazard! Be vigilant where you walk and do not wear sandals. Do NOT help the movers. For everyone's safety, NO alcohol or children are allowed on site during the move. MSL Supervision will ask you to remove them from the site once. If you refuse, MSL will leave the worksite.

CONTENTS AND ITEM PURGING: Dispose of all unwanted / unneeded office contents or objects BEFORE THE MOVE!

FRAGILE OR HIGH VALUE ITEMS: Use correct packing materials when packing fragile/high value items, marking the Crate or Box 'FRAGILE' on all sides. Notify the TOS Supervisor of all Fragile/High Value items.

PERSONAL ITEMS: Employees should take ALL personal items home prior to the move. TOS is not responsible for claimed damage or loss of personal items.

MOVING LABEL USE / DAMAGE:Securely place correctly colored and marked move labels on every item moving. Unlabeled items will not be moved.

WORKPLACE SECURITY: Use a magic marker/sharpie to mark them . <u>DO NOT</u> place labels on gilded/fragile surfaces, oil paintings, canvas. paper, or leather surfaces. CAREFLLY REMOVE move labels after the relocation. REMOVE ALL CRATE LABELS prior to taking them to the pickup point.

PACKING CRATES: Pack all crates fully, allowing the top to be closed flat. Place desk drawer items in sealed envelopes in Crates. Pack carefully. TOS is not responsible for customer packed containers of any kind.

PLANTS: TOS will relocate client owned plants and their containers without liability for either. If moving, do not water plants for three days prior to moving them.

FILING / SUPPLY CABINETS: Leave vertical file cabinets loaded unless they are to be stair carried. Unload and pack lateral file cabinets. TOS is not responsable for lateral file cabinet damage that are moved loaded. Move all file drawer pressure plates to their maxinuum forward posttion. Pack storage cabinets contents, tape loose shelves together in the bottom of the cabinet. Lock the cabinets abd place the key in an envelope in a crate, otherwise tape the cabinets doors shut.

EQUIPMENT/PC'S/COPIERS/PRINTERS/MAIL MACHINES: Securely Label each separate piece of equipment. Have your equipment service provider prep/service each piece of equipment for the move or TOS will reluctantly move it with no liability damage. All printer and copier toner must be prepped and sealed. TOS IS NOT RESPONSIBLE FOR TONER SPILLS from moving equipment! Separate all sorters from copiers.

PICTURES/DIPLOMAS/MAPS: Securely wrap and pack all small pictures, diplomas, etc. Do not place them just under the top of the packed crate. Take wall hung diplomas, photos, personal artwork home.

HAZARDOUS MATERIALS: TOS does not move Hazardous Materials, Hazardous Waste, Volatile, Incendiary, Corrosive or Explosive Materials It is the Client's responsibility to inform TOS of such materials prior to relocation.

FURNITURE PACKING TIPS: Remove and pack or dispose of all contents from all drawers, overhead bins, pedestals, etc. Remove all shelves from bookcases, taping them together in a labeled bundle, with all clips in an envelope taped to the drawers, and place them in the bottom of the bookcase.

REFRIGERATORS: Refrigerators/freezers need to be emptied and defrosted BEFORE the move! TOS is not responsible for refrigerator/freezer damage when moved loaded. Tape ice cube trays, containers and loose shelves together in the bottom of the refrigerator/freezer. Securely tape all drawers and fixed shelves. Plumbing connections for water/ice need to be disconnected prior to relocation. TOS CANNOT perform this service. Keep appliance plugged in prior to relocation to prevent internal odor. TOS will unplug/plug as needed.

employee moving will be provided a copy of it and will adhere to its instructions.		
Name:	_ Title:	
Name:	_ Title:	

Lagree that this Security & Packing Agreement is part of the Agreement between the parties and will ensure that every

Move Solutions "Stack & Pack™" Crate Process



1 Placing:

- · Set your empty crates on the dolly.
- Roll the crates to the contents to be packed.



2 Packing:

- Pack your contents up to the line ½ inch below the top of first crate.
- · Close the lid as shown.



3 Stacking:

- · Pack the second crate as you did the first.
- Continue the Stack & Pack™ process 3-4 crates high.



When MSL implemented Crates, 250,000 Pounds Of Cardboard Boxes STOPPED Going To The Landfill Annually



4 Ready To Go...

- Affix your numbered move labels and security ties to the end of the crates for easy identification.
- Move Solutions employees will move your crates per schedule.



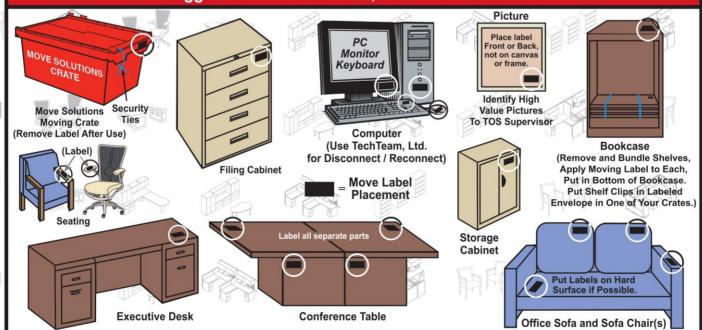
5 Unpacking:

Reverse the Stack & Pack™ process.
 Nest crates together as you empty them,
 then place them back on the dolly after you remove your move labels from them.

MSL
Crate Proofs
Crush Proof!
Water Proof!
Theft Proof!
Topple Proof!

Packrat Proof!

Suggested Move Solutions, Ltd. Label Placement



1.800.668.3752

A Total Office Solutions Company

www.tospartners.com

M118120200130

Commissioners Court - Regular Session

Meeting Date: 06/16/2020

Medic 11 (512) Fugro Contract Amendment #1

Submitted For: Dale Butler Submitted By: Wendy Danzoy, Building

Maintenance

30.

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the amendment on the Williamson County Medic 11 Project (P-512); Fugro USA Land, Inc. contract in the amount of \$5,455.00.

Background

This amendment is to correct the original contract price from \$4,955.00 to \$5,455.00 on Medic 11 Bay Addition (P512). On February 25th, 2020, the Williamson County Commissioners' Court approved Williamson County Contract for Engineering Services with Fugro USA Land, Inc., in which the contract amount of \$4,955.00 was indicated instead of the correct amount of \$4,995.00. Additional Funds are needed to complete the scope of work. See also Medic 11 SWA #1 to WA#1.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Medic 11 Fugro Amendment #1

Form Review

Inbox Reviewed By Date

Hal Hawes 06/11/2020 11:23 AM
County Judge Exec Asst. Andrea Schiele 06/11/2020 11:39 AM

Form Started By: Wendy Danzoy Started On: 06/11/2020 10:35 AM

Final Approval Date: 06/11/2020

CONTRACT AMENDMENT NO. 1 TO WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

This Contract Amendment No. 1 to Williamson County Contract for Engineering Services ("Amendment No. 1") is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Fugro USA Land, Inc. (the "Engineer").

RECITALS

WHEREAS, the County and the Engineer previously executed that certain Contract for Engineering Services (the "Contract"), being dated effective February 25, 2020 wherein Engineer agreed to perform certain professional engineering services in connection with the Williamson County Medic 11 EMS Addition Project ("Project");

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to \$5,455.00; and

WHEREAS, it has become necessary to supplement, modify and amend the Contract in accordance with the provisions thereof.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is supplemented, amended and modified as follows:

I. Amendment to Article 5 – Compensation Cap

The Compensation Cap under Article 5 of the Contract is hereby increased from \$4,955.00 to \$5,455.00.

II. Terms of Contract Control and Extent of Amendment No. 1

All other terms of the Contract and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Amendment No. 1, in duplicate, to be effective as of the date of the last party's

Date: ______, 20____

III.

Date: June 3, 2020

Commissioners Court - Regular Session

Meeting Date: 06/16/2020

Medic 11 (512) Fugro SWA #1 to WA#1

Submitted For: Dale Butler Submitted By: Wendy Danzoy, Building

Maintenance

31.

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on the Williamson County Medic 11 Ambulance Bay Addition (P512) for Fugro USA Land, Inc. SWA #1 to WA #1 for \$5,455.00.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Medic 11 Fugro SWA#1 to SA#1

Form Review

Inbox Reviewed By Date

Hal Hawes 06/11/2020 11:23 AM County Judge Exec Asst. Andrea Schiele 06/11/2020 11:41 AM

Form Started By: Wendy Danzoy Started On: 06/11/2020 10:38 AM

Final Approval Date: 06/11/2020

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

WILLIAMSON COUNTY PROJECT: Medic 11 Ambulance Station (P512)

This Supplemental Work Authorization No. 1 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated February 25, 2020 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Fugro USA Land, Inc. (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. 1 dated effective April 26th, 2020 (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 \$4,995.00 to \$5,455.00. The revised Work Schedule is attached hereto as Attachment "D" (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: Fugro USA Land, Inc.		COUNTY:	
By: Pet D. Bush	Ву:		
Signature	-	Signature	
Peter H. Bush, P.E.		Bill Gravell, Jr.	
Printed Name		Printed Name	
Senior Vice President		County Judge	
Title		Title	
June 3, 2020			
Date		Date	

Commissioners Court - Regular Session

Meeting Date: 06/16/2020

Parking Garage Assessment (P524) WJE Supplemental WA#1 to WA#1

Submitted For: Dale Butler Submitted By: Wendy Danzoy, Building

Maintenance

32.

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on the Williamson County Parking Garage Assessment for Wiss, Janney, Elstner Associates, Inc. SWA#1 to WA #1 for a time extension of 1 month.

Background

This supplemental work authorization is to extend the length of the contract to May 31, 2020. On December 8th, 2019, the Commissioners Court approved Williamson County Contract for Engineering Services with Wiss, Janney, Elstner Associates, Inc. At this time there are no additional funds requested.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Parking Garage Assessment WJE SWA#1 to WA#1

Form Review

Inbox Reviewed By Date

Hal Hawes Hal Hawes 06/11/2020 11:23 AM County Judge Exec Asst. Andrea Schiele 06/11/2020 11:42 AM

Form Started By: Wendy Danzoy Started On: 06/11/2020 10:40 AM

Final Approval Date: 06/11/2020

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

WILLIAMSON COUNTY PROJECT: Parking Garage Assessment (P524)

This Supplemental Work Authorization No. 1 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated November 19, 2019 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Wiss, Janney, Elstner Associates, Inc. (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. 1 dated effective December 10, 2019 (the "Work Authorization");

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

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

AGREEMENT

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

I. The above referenced Work Authorization termination date shall be modified to May 31, 2020. The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization.

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: Wiss, Janney, Elstner Associates, Inc. By:	By:	COUNTY:
Signature	•	Signature
Carl J. Larosche		Bill Gravell, Jr.
Printed Name		Printed Name
Senior Principal		County Judge
Title		Title
June 4, 2020		
Date		Date

Commissioners Court - Regular Session

Meeting Date: 06/16/2020

Inner Loop Annex Renovation (P434) - Vaughn Change Order #11

Submitted For: Dale Butler Submitted By: Wendy Danzoy, Building

Maintenance

33.

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on accepting and approving a report on Williamson County Inner Loop Annex Project (P-434); Vaughn Construction Change Order #11 in the amount of \$19,578.00 for modified scope of work for circuit panels and transformer.

Background

This change order is to furnish and install all materials, tools and labor required for change in scope. An eight (8) day time extension is also being requested. On January 7th, 2020, the Williamson County Commissioners Court granted Dwayne Gossett, Williamson County Facilities Project Manager, with general authority to approve change orders in relation to Williamson County Inner Loop Annex Project P434) for any increase or decrease in cost of \$30,000 or less pursuant to Local Government Code 262.031.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Inner Loop Vaughn CO #11

Form Review

Inbox Reviewed By Date

Hal Hawes 06/11/2020 11:23 AM
County Judge Exec Asst. Andrea Schiele 06/11/2020 11:58 AM

Form Started By: Wendy Danzoy Started On: 06/11/2020 10:44 AM

Final Approval Date: 06/11/2020



T: (210) 328-0193

June 02, 2020

Dwayne Gossett Williamson County 710 Main Street, Ste 101 Georgetown, TX 78626

Re: Annex Renovation

Job No: 279101

Subj: Change Proposal No. 279101-0011

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of \$19,578 (nineteen thousand five hundred seventy-eight) dollars to provide Adding (2) 42 Circuit panels, 75KVA Transformer, and Demo (1) 24 Circuit panel for the above referenced project.

Our price is valid for Ten (10) days

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

Very truly yours,

VAUGHN CONSTRUCTION

Thomas Morrill

Attachments:

CC:

FORM B

PROJECT: Annex Renovation

CHANGE PROPOSAL NO: 279101-0011

QUOTATION:

<u>ltem</u>	<u>Labor</u>	<u>Materials</u>	Subs	Total
Adding (2) 42 Circuit panels, 75KVA Transformer, and Demo (1) 24 Circuit panel	\$0.00	\$0.00	\$17,576.00	\$17,576.00

·			L		
Totals	• *	\$0.00	\$0.00	\$17,576.00	\$17,576.00
· ·		insurance, Tax, E	Benefits on Labor		\$0.00
	•	Overhead		*	\$0.00
		Fee on Subs			\$1,757.60
		Fee on JTV			\$0.00
		Bond			\$244.69
•		Remodel Tax			\$0.00

TOTAL

\$19,578.29

TIME EXTENSION TO CONTRACT:

8 Days

Submitted Date: 6/2/2020

Accepted

VAUGHN CONSTRUCTION

Thomas Morrill

Proposal Valid for 10 Days

2791-01 Wilco Annex Renovation Funds Tracking Log

<u>CP #</u>	<u>Description</u>	<u>Date</u> Submited	Date Returned		Amount	Days Added	Owners Contingency Remaining	<u>oco</u>
1.	Credit for Taking Security Scope from Contract	3/2/2020	4/22/2020	\$	(195,667.00)	Ö	\$ 190,000.00	1
2	Changes associated with ASI 1	3/18/2020	4/22/2020	\$	9,995.00	6	\$ 180,005.00	1
3	Various Framing/Sheet Rock Changes Per RFI's 41, 51, 52 and 54	3/26/2020	4/22/2020	S	1,905.00	0	\$ 178,100.00	11
4	Sprinkler System changes per RFI 49 and ASI 002	3/30/2020		\$	121,178.00	59	\$ 56,922.00	
5	Bring existing water heater up to code per RFI 045	3/31/2020	4/22/2020	\$	3,218.00	0.7	\$ 53,704:00	Î
-6	Various Electrical Changes per 3 RFI's 1, 5, 6, 23, 30, 31, 32, 34	4/2/2020	5/5/2020	\$	9,726:00	26	\$ 743,978,00	1
7	sawcut, excavate and tie in drain line per RFI 65	5/8/2020	5/11/2020	\$	7,164.00	Ö	\$ 11. 36,814,00	-2
8	sawcut and relocate electrical conduit and domestic water line into Receptions wall per RFI 6R.	5/8/2020	5/11/2020	\$	4)504:00	O	\$ 32,310,00	2
9	Add Unistrut and All thread system to support soffit in Voting Room 101-Per RFI 50	5/8/2020	5/11/2020	Ś	3,023.00	0 /4	\$ 29,287.00.	2.1
10	Material and labor to cut out and re-caulk the gray sealant with aluminum stone sealant	5/11/2020	5/19/2020	SO.	(855,00)	Ö	\$ 28,432.00	2
11	Adding (2) 42 Circuit panels, 75KVA Transformer, and Demo (1) 24 Circuit panel	6/2/2020		\$	19,578.00	8	\$ 8,854.00	
12								
13 14								
15								
16								
17								
18								
19								
20								
T			l	\$	(14,521.00)	99	\$ 8,854.00	

Initail Contract Amount	\$3,761,000.00
New Contract Amount	\$3,746,479.00
Initial Completion Date	11/13/2020
New Completion Date	2/20/2021



Doyle Electric, LLC

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

Request for Change Order

5/28/2020

TO:

Vaughn Construction Doug Boram Houston, Texas 77042

JOB:

Project: Annex Renovation 301 SE Inner Loop #109 Georgetown, TX 78626

Change Order Number: 552 - 15

CHANGE ORDER INFORMATION: Adding (2) 42 Circuit panels, 75KVA Transformer, and Demo (1) 24 Circuit panel.

WORK DESCRIPTION: Includes demo of (1) 24 Circuit Panel, Installation of (2) 42 Circuit panels, and (1) 75KVA Transformer per Vaughn RFI-35.

The total amount of this Change Order is: \$17,576.00

Total Number of Working Days: 8 Days

Exclusions:

- Overtime
- Sheet Rock Cutting, and Repair
- · Concrete Coring, Patch, Cutting
- Painting
- Engineering/Design Fees for transformer rack
- Shipping and availability time frames

Sincerely,

Dustin Doyle

Dustin Doyle Doyle Electric, LLC 512-743-5534

tem#	Description	QtA	Price	Price Unit	Ext Price	Labor	Labor Unit	Ext Labor
1016	2-1/2" EMT (Difficult)	30.00	917.66	J	275.30	14.20	U	4.26
1124	1-1/4" Steel Flex	10.00	300.12	U	30.01	10.00	U	1.00
1127	2-1/2" Steel Flex	6.00	785.12	U	47.11	25.00	U	1.50
1331	2-1/2" EMT Elbow	3.00	2392.23	U	71.77	0.60	Ε	1.80
1450	2-1/2" Set Screw Steel Conn	2.00	12.20	ш	24.40	0.30	E	0.60
1550	2-1/2" Set Screw Steel Cplg	8.00	1325.94	U	106.00	0.28	Ш	2.24
1836	2-1/2" GRC Coupling	1.00	1437.89	U	14.38	0.24	ш	0.24
1862	1-1/4" Steel Squeeze Flex Conn	2.00	1169.26	Ų	23.39	0.20	ш	0.40
1865	2-1/2" Steel Squeeze Flex Conn	2.00	4520.88	U	90.42	0.40	Ш	0.80
2341	1-1/4" 1-Hole Strap	4.00	119.49	U	4.78	4.25	U	0.17
2376	2-1/2" Unistrut Strap	7.00	4254.60	U	297.82	17.50	U	1.23
2997	#8 THHN CU Stranded Wire	15.00	473.16	Σ	7.05	10.00	Σ	0.15
2663	#6 THHN CU Stranded Wire	65.00	727.98	Σ	47.45	12.00	Σ	0.78
2665	#3 THHN CU Stranded Wire	165.00	894.28	Σ	146.85	16.00	Σ	2.64
2671	#4/0 THHN CU Stranded Wire	140.00	3733.05	Σ	522.20	29.00	Σ	4.06
3654	75 KVA 3PH Transformer 480/277V	1.00	0.00	ш	0.00	27.80	Ш	27.80
3811	100A MLO 240V N1 3P4W 20P Load Center	1.00	0.00	ш	0.00	6.00	ш	6.00
3818	225A MLO 240V N1 3P4W 42P Load Center	1.00	0.00	ш	0.00	7.44	Е	7.44
4513	Generator Vibration Insulators	4.00	8.63	ш	34.52	0.50	ш	2.00
5932	Unistrut (Deep)	7.00	1115.04	U	78.05	20.00	U	1.40
5935	Cut 12 Gauge 1-5/8x1-5/8 Channel (labor)	14.00	0.00	В	0.00	0.26	ш	3.64
T0001	Demo Existing 24 Circuit Panel	1.00	0.00		0.00	2.00	ш	2.00
T0002	Terminating New Wire On Exsisting Breaker	1.00	0.00		0.00	0.50	Ш	0.50
T0003	Transformer Rack	1.00	2850.00	Ε	2850.00	9.50	ш	9.50
T0004	Gear and Transformer Quote Option 1	1.00	4873.75	ш	4873.75	0.00		00.00
T0005	EGB34090 (90 AMP Breaker)	1.00	1018.00	3	1018.00	1.00	ш	1.00

Change Order Summary	
Material Total	\$10,563.25
Naterial Subject 25	\$10,563,25
Electrician Hours	62.36
Electricianiper Hourwith Burden	\$595,03
Overtime Electrician Hours	
ONE Electrician per Houravith Burden	N/A
Superintendent Hours	20.79
Superintendent per Hour with Burdens	\$59.85
OT Superintendent Hours	
Our Superintendent neu Hourawith Burden	N/A
Labor Subtotal	\$3,428.69
consumobles (6% of material)	108:5895
Project Management (5% of labor)	\$171.43
series and the series of the s	\$49358
Equipment	\$0.00
Subcontractors	50,00
Direct Costs Subtotals	\$846.80
leiotidus as liotal (costs subjection)	\$21d483884748
Overhead & Profit (15%)	\$2,225.81
Bond (3%)	\$511.94
CHANGE ORDER TOTAL	\$17,576

Commissioners Court - Regular Session

Meeting Date: 06/16/2020

Expo Pavilion Alliance P474 SWA#1 to WA#1

Submitted For: Dale Butler Submitted By: Wendy Danzoy, Building

Maintenance

34.

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on the Williamson County Expo Pavilion (P474) Alliance Engineering SWA#1 to WA#1 for a decrease in funds from \$37,403.00 to \$29,903. These funds will be transferred to Williamson County Expo Concessions Project (P475).

Background

This supplemental work authorization is to decrease funds from the Pavilion and move them to the Concessions project. On September 17, 2019, the Commissioners Court approved Williamson County Contract for engineering Services with Alliance Engineering for construction materials testing.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Expo Pavilion (P474) SWA#1 to WA#1 Alliance

Form Review

Inbox Reviewed By Date

Hal Hawes 06/11/2020 11:23 AM County Judge Exec Asst. Andrea Schiele 06/11/2020 11:43 AM

Form Started By: Wendy Danzoy Started On: 06/11/2020 10:49 AM

Final Approval Date: 06/11/2020

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

WILLIAMSON COUNTY PROJECT: EXPO PAVILION P474

This Supplemental Work Authorization No. 1 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated September 17, 2019 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Alliance Engineering Group (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. 1 dated effective September 17, 2019, (the "Work Authorization");

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

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

AGREEMENT

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

I. The maximum amount payable for services under the Work Authorization is hereby decreased from \$37,403.00 to \$29,903.00. These funds are moving into the Expo Concessions Project #P475.

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: Alliance Engineering Group		COUNTY:	
By:	Ву:		
Signature		Signature	
Printed Name		Bill Gravell, Jr.	
Printed Name		Printed Name	
-			
PEESIDENT		County Judge	
Title		Tîtle	
6/11/2020			
Date		Date	

Commissioners Court - Regular Session

Meeting Date: 06/16/2020

Expo Concessions (P475) SWA #1 to WA #2 Alliance

Submitted For: Dale Butler Submitted By: Wendy Danzoy, Building

Maintenance

35.

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on the Williamson County Expo Concessions (P475) Alliance Engineering SWA#1 to WA#2 for an increase in funds from \$9,734.00 to \$17,234.00. These funds will be transferred from Williamson County Expo Pavilion Project #P474.

Background

This supplemental work authorization is to increase funds for the Pavilion by moving them from the Concessions project. On September 17, 2019, the Commissioners Court approved Williamson County Contract for engineering Services with Alliance Engineering for construction materials testing.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Expo Concessions (P475) SWA#1 to WA#2 Alliance

Form Review

Inbox Reviewed By Date

Hal Hawes 06/11/2020 11:23 AM
County Judge Exec Asst. Andrea Schiele 06/11/2020 11:44 AM

Form Started By: Wendy Danzoy Started On: 06/11/2020 11:04 AM

Final Approval Date: 06/11/2020

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

WILLIAMSON COUNTY PROJECT: EXPO CONCESSIONS PROJECT #P475

This Supplemental Work Authorization No. 1 to Work Authorization No. 2 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated September 17, 2019 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Alliance Engineering Group (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. 1 dated effective September 17, 2019, (the "Work Authorization");

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

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

AGREEMENT

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

I. The maximum amount payable for services under the Work Authorization is hereby increased from \$9,734.00 to \$17,234.00. These funds are moving from the Expo Pavilion Project #P474.

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: Alliance Engineering Group	COUNTY:
By:	By:
Signature	Signature
Printed Name	Bill Gravell, Jr.
Printed Name	Printed Name
PRESIBENT	County Judge
Title	Title
- 1 1	
6/11/2020	
Date	Date

Commissioners Court - Regular Session

Meeting Date: 06/16/2020

Southwest Regional Park Remote Restrooms (P560) WA#2 Studio 16:19

Submitted For: Dale Butler Submitted By: Wendy Danzoy, Building

Maintenance

36.

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving Work Authorization #2 in the amount of \$88,567.00 to expire on December 15, 2021, under Williamson County Contract between Studio 16:19, LLC and Williamson County dated June 16, 2020 for Design and Engineering Services.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SW Regional Park Restrooms Studio 16:19 WA#2

Form Review

Inbox Reviewed By Date

Hal Hawes 06/11/2020 11:35 AM
County Judge Exec Asst. Andrea Schiele 06/11/2020 11:46 AM

Form Started By: Wendy Danzoy Started On: 06/11/2020 11:24 AM

Final Approval Date: 06/11/2020

WORK AUTHORIZATION NO. 2

PROJECT C2: Southwest Regional Park Remote Restrooms (P560)

This Work Authorization is made pursuant to the terms and conditions of the <u>Agreement for Design and Engineering Services</u>, being dated 06/16/2020 and entered into by and between Williamson County, a body corporate and politic under the laws of the State of Texas, hereinafter "County", and Studio 16:19, LLC, hereinafter "A/E".

- **PART 1.** A/E shall provide the following Landscape Architecture and Engineering Services set forth in **Attachment "B"** of this Work Authorization.
- **PART 2.** The maximum amount payable for services under this Work Authorization without modification is indicated in **Attachment "C"** of this Work Authorization.
- **PART 3.** Payment to A/E for the services established under this Work Authorization shall be made in accordance with the Contract.
- **PART 4.** This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on the date indicated in **Attachment "D"** of this Work Authorization. The Landscape Architecture and Engineering Services set forth in **Attachment "B"** of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.
- **PART 5.** This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.
- PART 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. A/E understands and agrees that County's payment of amounts under this Work Authorization is contingent on County receiving appropriations or other expenditure authority sufficient to allow County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by A/E that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of Williamson County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may affect such termination by giving written notice of termination to A/E.

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

EXECUTED this day of	, 20
A/E: studio 16:19,40	COUNTY: Williamson County, Texas
By: Signature	By:Signature
Printed Name	Printed Name
MANACING PRINCIPAL Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by A/E

Attachment C - Fee Schedule

Attachment D - Preliminary Work Schedule

Attachment A

SERVICES TO BE PROVIDED BY COUNTY

County Services will be performed in accordance with the Phases of work as described herein.

<u>Phases I+II - SCHEMATIC DESIGN & DESIGN DEVELOPMENT - Plans, Specifications, and Estimate:</u>

County will provide the following to A/E:

- A. available Williamson County facility design standards and guidelines.
- B. available existing documents with relevant site and facility information.
- C. a Preliminary Scope of Work.
- D. a preliminary construction budget.

County will perform the following for A/E:

E. Review progress schedule, preliminary plans, specifications, and cost estimate.

County will review the following for A/E:

- A. plans and specifications.
- B. construction methods and materials.
- C. proposed building systems.
- D. detailed site adaptation and utility extensions costs including letters of "commitment to provide services" from utility providers.
- E. cost estimate.

Phase III - REGULATORY REVIEW AND PERMITS - Plans, Specifications, and Permits:

County will perform the following for A/E:

- A. Participate in any Pre-submittal Meetings required by local jurisdiction.
- B. Pay for initial Permit application fees.

County will review the following for A/E:

- C. permitting and TDLR comments from review authorities.
- D. proposed modifications to plans, specifications, and cost estimates to meet permitting and TDLR requirements.

Phase IV - CONSTRUCTION DOCUMENTS - Plans, Specifications, and Estimate:

County will review the following for A/E:

A. plans, specifications, construction schedule, and cost estimates.

Phase V - CONSTRUCTION CONTRACT BIDDING, AWARD AND EXECUTION:

County will perform the following:

- A. Advertise the project, receive and open the bids, and award the contract upon recommendation and concurrence of A/E.
- B. Submit successful bid to Williamson County Commissioners Court for approval. Final decision of award will rest with County.
- C. Secure signed contract from successful bidder and submit to County Judge for signature.

Phase VI - CONSTRUCTION ADMINISTRATION - Project Observation and Coordination:

County will perform the following for A/E:

- A. Designate a Project Manager (PM) who will coordinate work performed by A/E.
- B. Approve commercial laboratories for required material testing.
- C. Process Contractor's monthly pay estimates using A/E's approved schedule of values for work complete.
- D. Approve Change Orders for changes that modify the scope of work.

Phase VII – PROJECT CLOSE-OUT – Inspections and Documentation:

County will perform the following:

- A. Accompany A/E for Final Inspection and provide input as necessary.
- B. Receive reviewed warranties, guarantees, bonds, operating instructions, and similar deliverables from A/E.
- C. Process Contractor's final payment after A/E's review for work complete.
- D. Receive Record Documents from A/E.

Attachment B

SERVICES TO BE PROVIDED BY A/E

A/E shall provide design services required for the preparation of plans, specifications and estimates (PS&E) and related documents for the following County facility:

Southwest Regional Park 3005 CR 175, Leander, TX Precinct 3 Program 2020-C2

These services may include, but are not limited to as-built drawings, programming, architectural, structural, civil, mechanical, plumbing, electrical, landscape and irrigation, cost estimates and construction administration, master planning, facility condition assessment, forensic investigations, and specialized studies and analysis.

PRELIMINARY SCOPES OF WORK:

SW REGIONAL PARK



SCOPE OF WORK

- NEW PRE-FAB REMOTE RESTROOM @ DISC GOLF
 UNISEX PIT TOILET W/ SOLAR FAN
- 2. NEW PRE-FAB REMOTE RESTROOM @ JIM RODGERS EAST TRAILHEAD

DESIGN CHALLENGES

- A. MATCH PRE-FAB RESTROOMS @ TRAIN STATION
- B. SCHEDULLE
 - BIDS IN OCT. 2020
 - REVIEW IN NOV. 2020 - CONSTRUCTION START IN JAN. 2021

CONSTRUCTION BUDGET

ITEMS 1-2 = \$220,000

PROGRAM C2 PROJECT OBJECTIVES

1. One (1) New Remote Restroom @ Disc Golf

- a. Conceptual Parking Lot layout to reduce conflict with new restroom
- b. Unisex pit toilet w/ Solar Fan/ Lighting
- c. Alternate as Men's & Women's toilet rooms in same structure + septic field
- d. Alternate add plumbing for lavatories + drinking fountains
- 2. One (1) New Remote Restroom @ Jim Rodgers Trail Head
 - a. Unisex pit toilet w/ Solar Fan/ Lighting

PROGRAM C2 PROJECT SERVICES & DELIVERABLES

- 1. Provide Project Management services for coordination and collaboration between County, A/E, and their design team members
- 2. Provide Tree/ Topographic Survey (approx. 3.0 AC) within the Project limits Disc Golf
- 3. Provide Tree/ Topographic Survey (approx. 3.0 AC) within the Project limits JR Trail
- 4. Provide Geotechnical Services per Restroom foundation(s) Criteria
- 5. Provide Environmental services including:
 - a. Texas Antiquities Code Coordination
 - b. Water Resources Survey
 - c. Tech Memo Preparation/ Comment Responses
- 6. Provide Preliminary Parking & Concept Design at disc golf parking lot / trail head
- 7. Provide Site Plan set for both restroom locations including dimension control, grading, re-vegetation, and applicable notes and details.
- 8. Provide Sewage Collection System Plan (SCS) for remote restroom(s) and coordination with WILCO staff to resolve questions or comments that arise during the SCS permitting process.
- 9. Provide Structural Engineering design per Restroom foundation(s) Criteria
- 10. Provide ADA accessibility review to comply with TDLR

GENERAL REQUIREMENTS

Design Criteria. A/E shall prepare all work in accordance with the latest version of applicable County's procedures, specifications, manuals, guidelines, standard drawings, and standard specifications. A/E shall prepare each PS&E package in a form suitable for letting through County's construction contract bidding and awarding process.

Right-of-Entry and Coordination. A/E shall notify County and secure permission to enter private property to perform any surveying, environmental, engineering or geotechnical activities needed off County property. In pursuance of County's policy with the general public, A/E shall not commit acts which would result in damages to private property, and A/E shall make every effort to comply with the wishes and address the concerns of affected private property owners. A/E shall contact each property owner prior to any entry onto the owner's property and shall request concurrence from County prior to each entry.

A/E shall notify County and coordinate with adjacent A/Es on all controls at project interfaces.

A/E shall prepare each exhibit necessary for approval by each utility, and other governmental or regulatory agency in compliance with the applicable format and guidelines required by each entity

and as approved by County. A/E shall notify County in writing prior to beginning any work on any outside agency's exhibit.

Progress Reporting. A/E shall submit monthly (at a minimum) a progress status e-mail to County's Project Manager (PM) regardless of whether A/E is invoicing for that month.

A/E shall prepare and maintain a design and estimated construction schedule in Gantt chart format during project phases prior to the Construction Administration Phase. A/E shall schedule milestone submittals per <u>Attachment D – Preliminary Work Schedule</u>. Contractor shall prepare and maintain a construction schedule in Gantt chart format during the project Construction Administration Phase through the Close-out Phase.

Within 30 days of completion of construction of the project, A/E shall deliver all electronic files in formats acceptable to County.

Final payment is contingent upon County's receipt and confirmation by County's PM that the electronic files run and are formatted in accordance with the Contract and all review comments are addressed.

A/E shall prepare a letter of transmittal to accompany each document submittal to County. At a minimum, the letter of transmittal must include County's project name, contract and work authorization numbers, as well as facility name and address.

Coordination. A/E shall coordinate issues through County's PM. County will communicate resolution of issues and provide A/E direction through County's PM.

Level of Effort. For each Work Authorization, A/E shall base the level of effort at each phase on the prior work developed in earlier phases without unnecessary repetition or re-study.

Quality Assurance (QA) and Quality Control (QC). A/E shall provide peer review at all levels. For each deliverable, A/E shall maintain evidence of their internal review and mark-up of that deliverable as preparation for submittal. When internal mark-ups are requested by County in advance, County, at its sole discretion, may reject the deliverable should A/E fail to provide the evidence of quality control. A/E shall clearly label each document submitted for quality assurance as an internal mark-up document.

A/E shall perform QA and QC on all subconsultant products (when applicable to the project) prior to delivery to County. If, during the course of reviewing a submittal, it becomes apparent to County that the submittal contains unreasonable errors, omissions, or inconsistencies, County may cease its review and immediately return the submittal for appropriate action by A/E.

A submittal returned to A/E for this reason is not a submittal for purposes of the submission schedule. Rejected submittals shall not impact overall deadline of the Project nor the review period allotted to County officials. A/E shall provide an updated schedule showing interim submission date changes to make-up for any lost time. A/E shall not submit an invoice until County accepts the submittal as complete.

Organization of Plan Sheets. The PS&E package shall be complete and organized in a manner that is suitable for the bidding and awarding of a construction contract.

Naming of Electronic Project Files and Organization of Design Project Folders. A/E shall

use succinct and understandable file names including project name, file content, date created (i.e. "Project Name_SD PLANS_year.month.day"). A/E shall maintain files in an organized folder structure that is readily understandable to outside users to facilitate communication and minimize complications in project close-out.

Design services to be provided by A/E shall be conducted in phases as outlined herein. Phases may be combined to expedite design process when defined in <u>Attachment C - Fee Schedule</u>, and Attachment D – *Preliminary Work Schedule*.

<u>Phase I+II - SCHEMATIC DESIGN & DESIGN DEVELOPMENT - Program, Plans, Specifications and Estimate</u>

Upon receipt of written Notice to Proceed, A/E shall accomplish the following:

- A. Analyze <u>Preliminary Scope of Work</u> to verify needs of County.
- B. Analyze preliminary construction budget to determine project feasibility.
- C. Investigate site/facility and verify known existing or available utility locations.
- D. For developed sites and occupied buildings, provide a construction phasing plan for minimal disruption to County operations during construction.
- E. If building a new structure, determine required foundation design from geotechnical test data.
- F. Determine the latest locally adopted versions of the Americans with Disabilities Act Accessibility Guidelines (ADAAG), Texas Accessibility Standards of the Elimination of Architectural Barriers Act, Article 9102, Texas Civil Statutes, International Building Code (IBC), ASHRAE 90.1, ASHRAE 62.1, International Mechanical Code (IMC), International Plumbing Code (IPC), National Electric Code (NEC), National Fire Protection Association (NFPA), International Energy Conservation Code (IECC), applicable sediment and erosion control regulations, and any other applicable codes and ordinances.
- G. Advise County of any changes, additions, or corrections to the preliminary program, plans, specifications, and budget.
- H. When applicable, consult with the Texas Historical Commission's Division of Architecture in development of plans and specifications to ensure that proposed work complies with practices recommended by Secretary of the Interior's Standards for Rehabilitation.
- I. Consult freely with County concerning the principal phases of the work and immediately advise County of any unusual requirements or features not apparent during execution of Phase I.
- J. Develop plans and specifications, which indicate materials, construction methods and buildings systems. These building systems may include (but are not limited to) architectural, structural, civil, mechanical, plumbing, electrical, hazardous material remediation, landscaping and irrigation and site work.
- K. When applicable, provide a plan with detailed site adaptation and utility extensions

- costs including letters of "commitment to provide services" from utility providers.
- L. Prepare a Design Development level cost estimate in a form acceptable to County.
- M. Submit Plans, Specifications, and all other required documentation for Site Development Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.
- N. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase III - REGULATORY REVIEW AND PERMITS - Plans, Specifications, and Permits:

Upon acceptance of Phase II by County, A/E shall proceed with the following work:

- A. When applicable, register the project with the Texas Department of Licensing and Regulation (TDLR) and obtain an EABPRJ number for inclusion on the project coversheet prior to Permit application submittal to the local jurisdiction having review authority. Register as the Owner's Designated Agent for further correspondence with TDLR and Registered Accessibility Specialist (RAS).
- B. Participate in any Pre-submittal Meetings required by local jurisdiction prior to Permit application submittal.
- C. Submit Plans, Specifications, and all other required documentation for construction Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.
- D. Submit Construction Documents and Specifications to the Registered Accessibility Specialist (RAS) approved by County for Architectural Barriers plan review.
- E. Receive and respond to permitting comments by the local jurisdiction having review authority. If multiple review cycles are required, pay for any resubmittal fees required beyond initial fees paid by County.
- F. Receive TDLR plan review comments from the Registered Accessibility Specialist (RAS).
- G. Revise plans, specifications, and construction cost estimate as necessary to conform to permitting, accessibility, and budget requirements without additional charge to County.
- H. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase IV - CONSTRUCTION DOCUMENTS - Plans, Specifications and Estimate

Upon acceptance of Phase III by County, A/E shall proceed with the following work:

A. Prepare complete plans, specifications, and engineering calculations (without professional seals) setting forth in detail the work required for the architectural,

- structural, civil, mechanical, plumbing, electrical, landscaping and irrigation, and site work.
- B. Consult freely with County concerning the principal phases of the work immediately advise County of any unusual requirements or features not apparent during execution of Phase I-III.
- C. Prepare a detailed cost estimate of the project on a form acceptable to County.
- D. Prepare a construction schedule with a Gantt chart or other County approved format which lists the anticipated major activities required to complete the project.
- E. Complete the PS&E for the entire Project and its component parts. The Project detailed cost estimate shall not exceed the project construction budget as approved in writing by County.
- F. Provide deliverables in accordance with County's <u>Design Submittal Guidelines</u>.

Phase V - CONSTRUCTION CONTRACT BIDDING, AWARD, AND EXECUTION

Upon acceptance of Phase IV by County, A/E shall proceed with the following work:

- A. Participate in a Pre-bid Meeting, answer RFI's from Contractors and suppliers, and prepare addenda items as required.
- B. After receipt of bids by County, advise County whether or not bids received are fair and reasonable, and whether or not the contract should be awarded on the basis of the bids received. County will make the final decision as to whether a construction contract will or will not be awarded.

Phase VI - CONSTRUCTION ADMINISTRATION - Project Observation and Inspection:

Upon acceptance of Phase V by County, A/E shall perform the following work:

- A. Provide general administration and be County's representative during the construction of the project. Advise, consult, and issue County's instructions to Contractor in writing with copies furnished to all parties. Prepare change orders and supplementary drawings.
- B. Review and submit copies of each shop drawing and submittal of materials and equipment to County.
- C. Conduct site visits with personnel technically qualified by education and experience to competently observe relevant aspects of construction. Make necessary observations to determine if workmanship and quality of materials generally conform to the plans and specifications, and that provisions of the contract are complied with.
- D. Reject work performed by Contractor which does not meet the requirements of the Construction Documents; and, order removal and replacement of such work.
- E. Review progress estimates of work performed and invoiced by Contractor. Within

- one (1) week of receipt, submit written reviews to County.
- F. Coordinate TAS Inspection to be concurrent with Substantial Completion Inspection.
- G. Accompany County on Substantial Completion Inspection with appropriate staff and affiliates. Prepare a punch list of items needing correction. After Contractor has performed the required corrections, notify County in writing that the contract has been performed in general conformance with the plans and specifications and is ready for Final Inspection.
- H. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase VII - PROJECT CLOSE-OUT - Final Inspection and Document Review:

Upon acceptance of Phase VI by County, A/E shall perform the following work:

- A. Accompany County on Final Inspection to determine if construction has been completed in general accordance with the Contract Documents.
- B. Review warranties, guarantees, bonds, equipment operating instructions, and similar deliverables to verify receipt, and general conformance to requirements of the Contract.
- C. After determining that the general requirements of the Plans and Specifications have been met, certify and approve Contractor's Final Application for Payment.
- D. Upon completion of construction and prior to the request for final payment, make changes in the original REVIT model or CAD files of the Project to show changes made and noted by Contractor of the work and final location of the mechanical service lines and outlets including outside utilities. Develop project Record Construction Drawings and Specifications.
- E. Provide deliverables in accordance with County's Design Submittal Guidelines.

Attachment C

FEE SCHEDULE

The sc	hedule below indicates fees by Phase of the Lump Sum Amount:	\$ 88,567	100%
37%	studio16:19, LLC - prime/ landscape architect	\$ 32,710	
21%	WGI - civil engineer	\$ 18,650	
5%	Gessner - structural engineer	\$ 4,240	
4%	Gessner - geotechnical engineer	\$ 3,772	
23%	Inland Geodetics - surveyor	\$ 20,513	
7%	Cox McClain Environmental Consultant	\$ 5,982	
3%	Altura Solutions - TAS/ADA	\$ 2,700	
Phase	I+II - SCHEMATIC DESIGN & DESIGN DEVELOPMENT	\$ 55,302	62%
	studio16:19, LLC - prime/ landscape architect	\$ 14,120	•
	WGI - civil engineer	\$ 9,250	
	Gessner - structural engineer	\$ 1,665	
	Gessner - geotechnical engineer	\$ 3,772	
	Inland Geodetics - surveyor	\$ 20,513	
	Cox McClain Environmental Consultant	\$ 5,982	
	Altura Solutions - TAS/ADA	\$ -	
Phase	III - REGULATORY REVIEW AND PERMITS	\$ 5,760	7%
	studio16:19, LLC - prime/ landscape architect	\$ 2,760	•
	WGI - civil engineer	\$ 1,500	
	Gessner - structural engineer	\$ -	
	Gessner - geotechnical engineer	\$ -	
	Inland Geodetics - surveyor	\$ -	
	Cox McClain Environmental Consultant	\$ -	
	Altura Solutions - TAS/ADA	\$ 1,500	

Phase IV - CONSTRUCTION DOCUMENTS□	\$ 8,905	10%
studio16:19, LLC - prime/ landscape architect	\$ 4,980	
WGI - civil engineer	\$ 2,800	
Gessner - structural engineer	\$ 1,125	
Gessner - geotechnical engineer	\$ -	
Inland Geodetics - surveyor	\$ -	
Cox McClain Environmental Consultant	\$ -	
Altura Solutions - TAS/ADA	\$ -	
Phase V - BIDDING, AWARD, AND EXECUTION □	\$ 4,610	5%
studio16:19, LLC - prime/ landscape architect	\$ 2,930	
WGI - civil engineer	\$ 1,400	
Gessner - structural engineer	\$ 280	
Gessner - geotechnical engineer	\$ -	
Inland Geodetics - surveyor	\$ -	
Cox McClain Environmental Consultant	\$ -	
Altura Solutions - TAS/ADA	\$ -	
Phase VI - CONSTRUCTION ADMINISTRATION □	\$ 9,630	11%
studio16:19, LLC - prime/ landscape architect	\$ 5,960	
WGI - civil engineer	\$ 2,500	
Gessner - structural engineer	\$ 1,170	
Gessner - geotechnical engineer	\$ -	
Inland Geodetics - surveyor	\$ -	
Cox McClain Environmental Consultant	\$ -	
Altura Solutions - TAS/ADA	\$ -	

Phase VII - PROJECT CLOSE-OUT□	\$ 4,360	5%
studio16:19, LLC - prime/ landscape architect	\$ 1,960	
WGI - civil engineer	\$ 1,200	
Gessner - structural engineer	\$ -	
Gessner - geotechnical engineer	\$ -	
Inland Geodetics - surveyor	\$ -	
Cox McClain Environmental Consultant	\$ -	
Altura Solutions - TAS/ADA	\$ 1,200	

Attachment D

PRELIMINARY WORK SCHEDULE

The schedule below indicates various project milestones and their respective target completion dates throughout the project. The Schedule may be refined during the course of the Project but shall not predate the Execution Date nor exceed the Termination Date.

Standard end-of-phase review periods for County shall be (10) business days minimum.

Work Authorization Execution Date	06/16/20
Phase I+II - SCHEMATIC DESIGN & DESIGN DEVELOPMENT□	
Preliminary Scope and Budget analysis deliverables	07/16/20
60% Plans, Specifications and Estimate deliverables	08/17/20
County written authorization to proceed to next phase	08/28/20
Phase III - REGULATORY REVIEW AND PERMITS	
Sealed Plans, Specifications and Estimate deliverables to County	09/04/20
Plans submittal to TDLR and SCS Permit application submittal to City	09/04/20
SCS and Construction Permits received from City	10/05/20
Phase IV - CONSTRUCTION DOCUMENTS	
Complete Plans, Specifications and Estimate deliverables	12/04/20
County written authorization to proceed to next phase	12/16/20
Phase V - BIDDING, AWARD, AND EXECUTION □	
Permitted Plans, Specifications and Estimate deliverables to County	12/23/20
County advertises project for Bid	01/06/21
Contract Award	02/19/21
Phase VI - CONSTRUCTION ADMINISTRATION □	
Contractor Notice to Proceed	02/26/21
Construction Substantial Completion	09/24/21

Phase VII - PROJECT CLOSE-OUT

Record Documents deliverables

10/25/21

Work Authorization Termination Date

12/15/21

Commissioners Court - Regular Session

Meeting Date: 06/16/2020 R&B Sign Donation 6.16.20

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

Auditor

37.

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to accept a donation for the Road and Bridge fund from Texas Department of Public Safety staff for signage on CR 240 in memory of Penny Thomas - "Spirit of Penny Thomas".

Background

Penny Thomas was an employee for the Texas Department of Public Safety Tactical Training Center and a member of the Florence community for over 30 years. \$375.00 has been collected by DPS officers to reimburse Road and Bridge for staff time and supplies for the road signs on CR 240 to honor her memory.

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 06/11/2020 10:45 AM

Form Started By: Melanie Denny Started On: 06/11/2020 10:07 AM

Final Approval Date: 06/11/2020

Commissioners Court - Regular Session

Meeting Date: 06/16/2020

KC Engineering 2965 WA3 CR 375

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards,

Infrastructure

38.

Department: Infrastructure **Agenda Category:** Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 3 in the amount of \$94,335.00 to expire August 1, 2023 under Williamson County Contract for Engineering Services between K.C. Engineering, Inc. and Williamson County dated March 24, 2020 for Engineering Design Services for Reconstruction of CR 375. Funding source P497.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

KC Engineering 2965 WA3 CR 375

Form Review

Inbox	Reviewed By	Date

Hal Hawes 06/04/2020 02:07 PM
County Judge Exec Asst. Andrea Schiele 06/04/2020 02:14 PM
Infrastructure Department (Originator) Vicky Edwards 06/08/2020 10:59 AM

Form Started By: Vicky Edwards Started On: 06/04/2020 12:51 PM Final Approval Date: 06/08/2020

WORK AUTHORIZATION NO. 3

PROJECT: Engineering Design Services for Reconstruction of CR 375

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated <u>March 24, 2020</u> and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and <u>K.C. Engineering, Inc.</u> (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 \$94,335.00.
- Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.
- Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on <u>August 1, 2023</u>. 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:
K.C. Engineering, Inc.	Williamson County, Texas
By: MoHoley, P.E. Signature	By:Signature
Greg Haley, P.E.	
Printed Name	Printed Name
President	
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A - Services to be Provided by County Services to be Provided by County

Williamson County Road & Bridge Division personnel will provide:

- Project direction, review and oversight
- Topographic and R.O.W. Surveys.
- Geotechnical Investigations; data and reports.
- ROW Documents and Drainage Reports
- Conducting pre-bid meeting, responding to contractor questions during bidding, tabulating and evaluating bids after bid opening, and providing recommendation of award of contract.
- Construction oversight, administration and management.

Attachment B - Services to be Provided by Engineer Services to be Provided by the Engineer

Project Locations:

1. Name of Roadways - Termini

Task 1: Project Management

Attend Progress Review Meetings with County Road & Bridge department at 50%, 90% and Final. Prepare monthly progress reports and invoices. Maintain project schedule and perform QA/QC.

Task 2: Topographic and R.O. W Surveys

To be provided by the County

Task 3: Preliminary Engineering

Conduct Site Visit and Field Reconnaissance to document existing conditions. Data collection Including available as-builts. Develop a conceptual geometric layout on scroll plot (1"=20' H, 1"=2' V) showing roadway horizontal and vertical geometry and proposed typical section. Prepare preliminary cross sections (50' interval and Driveways). Develop preliminary drainage analysis including delineation of drainage areas, calculation of peak stormwater runoff rates for 10-yr, 25-yr and 100-yr.

Task 4: Geotechnical Investigations

To be provided by the County

Task 5: Environmental Studies

N/A

Task 6: Utility Coordination

To be provided by the County

Task 7: FEMA Coordination

N/A

Task 8: Final Engineering

Prepare final detailed design and PS&E for proposed improvements. Calculate ditch capacity and size driveway and cross culvert pipes.

Plan Sheets:

- Title Sheet
- Estimate & Quantity Sheet
- Typical Sections

- Horizontal Alignment Data Sheet
- Drainage Area Map
- Erosion Control Plan
- Traffic Control Plan
- Driveway Details
- Driveway Summary
- Roadway Plan & Profile Sheets
- Miscellaneous Roadway Details
- Cross Sections (50' Interval and Driveways)
- Standards

Specifications

Cost Estimate

General Notes

Task 9: Bidding Phase Services

Prepare Bid-Tabs for processing by Purchasing Department.

Task 10: Construction Phase Services

Review shop drawings and respond to contractor RFIs. Prepare electronic as-built final drawings for the County based on construction red-lines provided by the County.

Deliverables:

50% Submittal:

- 2 paper copies of 11"x 17" Plan Sheets
- Specifications
- Estimate of Construction Cost
- General Notes
- Engineer's Internal QA/QC marked up set

90% Submittal:

- 2 paper copies of 11" x 17" Plan Sheets
- Specifications
- Estimate of Construction Cost
- General Notes
- Engineer's internal QA/QC marked up set

Final Submittal:

- 2 paper copies of 11" x 17" Plan Sheets
- Specifications
- Estimate of Construction Cost
- General Notes

- Engineer's internal QA/QC marked up set
- Electronic copy of submittal documents in PDF format on CD

	Α٦	TACHMENT C			
Task No.	Task Name	Duration	Time	Start	Finish
1	WA #3 - Notice to Proceed	0	Days	7/1/2020	7/1/2020
2	Survey (by others)	5	Days	7/1/2020	7/6/2020
3	Design	30	Days	7/6/2020	8/5/2020
4	50% PS&E	35	Days	8/5/2020	9/9/2020
5	QA/QC	5	Days	9/9/2020	9/14/2020
6	Submit 50% PS&E	0	Days	9/14/2020	9/14/2020
7	County Review	10	Days	9/14/2020	9/24/2020
8	90% PS&E	25	Days	9/24/2020	10/19/2020
9	QA/QC	6	Days	10/19/2020	10/25/2020
10	Submit 90% PS&E	0	Days	10/25/2020	10/25/2020
11	County Review	15	Days	10/25/2020	11/9/2020
12	Final PS&E	15	Days	11/9/2020	11/24/2020
13	Address 90% comments	3	Days	11/24/2020	11/27/2020
14	Final Quantities	6	Days	11/27/2020	12/3/2020
15	Final Estimate	6	Days	12/3/2020	12/9/2020
16	Assemble Final PS&E	6	Days	12/9/2020	12/15/2020
17	Submit Final PS&E	0	Days	12/15/2020	12/15/2020
18	County Review	5	Days	12/15/2020	12/20/2020
19	Submit Signed and Sealed PS&E	5	Days	12/20/2020	12/25/2020
20	Bid Advertisement	35	Days	12/25/2020	1/29/2021
21	Letting	1	Days	1/29/2021	1/30/2021
22	Award and Bonds	30	Days	1/30/2021	3/1/2021
23	Construction	90	Days	3/1/2021	5/30/2021
24	Complete Project	0	Days	5/30/2021	5/30/2021

ATTACHMENT D - FEE SCHEDULE WORK AUTHORIZATION #3 COUNTY ROAD 375

					K.C. E	NGINEERI	NG, INC.					
TASK NO.	TASK DESCRIPTION	PRINCIPAL ENGINEER	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR PROJECT ENGINEER	PROJECT ENGINEER		ENGINEERING ASSISTANT	CAD TECHNICIAN	CLERICAL	TOTAL	-
	Labor Rates	250.00	215.00	200.00	195.00	165.00	125.00	110.00	95.00	80.00		
1	PS&E Development											
1.1	Roadway Design											
1.1.1	Establish Horizontal Alignment				1	1					\$ 36	60.00
1.1.2	Establish Vertical Alignment				2	4						50.00
1.1.3	Site Visits (2)					12						80.00
1.1.4	Superelevation Table										\$	-
1.1.5	Roadway Cross Sections	1			2	6	2					80.00
1.1.6	Earthwork Calculations				1	2	4					25.00
1.1.7	Roadway Plan Profile Sheets	1			4	8	16					50.00
1.1.8	Driveway Profiles / Details / Summaries	1			2	4	8					00.00
1.1.9	Side Road Profiles / Details / Summaries				1	1	2					10.00
1.1.10	Miscellaneous Roadway Details				1	2	4					25.00
1.1.11	Prepare Alignment Data				1	1	2					10.00
1.1.12	Prepare Sequence of Construction				2	4	4					50.00
1.1.13	Prepare Intersection Layouts				1	2	4					25.00
1.1.14	Prepare Project Layout Prepare Title Sheet				1	1	2					25.00 10.00
1.1.15 1.1.16	Prepare Survey Data				1	2	4					25.00
1.1.17	Prepare Roadway Typical Sectons				1	2	4					25.00
1.1.17	Prepare Index of Sheets				1	1	2					10.00
1.1.19	Summary of Roadway Quantities	1			2	4	8					00.00
1.1.20	Construction Estimate	1			2	4	6					50.00
1.1.21	Assemble Applicable Standards				1	2	2					75.00
	Task 2.1 Total	5	0	0	28			0	0	0		85.00
1.2	Hydrology & Hydraulics											
1.2.1	Drainage Area Mapping (Roadway & Driveway)				1	2	6				\$ 1,27	75.00
1.2.2	Roadway Hydrology				4	8	12					00.00
1.2.3	Roadway Hydraulics				2	4	6					00.00
1.2.4	Roadway Culvert Sizing	1			2	4	4					00.00
1.2.5	Roadway H&H Summary Sheet & Tables	1			1	1	2					60.00
1.2.6	Driveway Hydrology				4	8	16				\$ 4,10	00.00
1.2.7	Driveway Hydraulics				2	4	6				\$ 1,80	00.00
1.2.8	Driveway Culvert Sizing	1			2	4	8					00.00
1.2.9	Driveway H&H Summary Sheet & Tables	1			1	2	6					25.00
1.2.10	Culvert Layouts & Culvert Details	1			2	6	12					30.00
1.2.11	Miscellaneous Drainage Details	1			1	2	2					25.00
1.2.12	Summary of Drainage Quantities	1			1	1	4					10.00
1.2.13	Assemble Applicable Standards				1	2	2					75.00
	Task 2.2 Total	7	0	0	24	48	86	0	0	0	\$ 25,10	00.00
1.3	Signing & Pavement Marking											
1.3.1	Sign Layouts										\$	-
1.3.2	Pavement Marking Layouts				2	6						80.00
1.3.3	Pavement Marking Details				1	2						25.00
1.3.4	Summary of Pavement Markings	1			1	2						75.00
1.3.5	Small Sign Summary Assemble Applicable Standards				4						\$	-
	LUCCOMPIA ANNICANIA STANDARDO				1	2	_					25.00
1.3.6											\$ 3.2/	
	Task 2.3 Total	1	0	0	5	12	2 0	0	0	0	Ψ 3,2	05.00
1.4	Task 2.3 Total Traffic Control Plans / SW3P	1	0	0				0	0	0		
1.4 1.4.1	Task 2.3 Total Traffic Control Plans / SW3P Traffic Control Layouts		0	0	6	4	2 2	0	0	0	\$ 2,08	80.00
1.4 1.4.1 1.4.2	Task 2.3 Total Traffic Control Plans / SW3P Traffic Control Layouts Traffic Control Typical Sections	1	0	0	6 2	4	2	0	0	0	\$ 2,08 \$ 1,30	80.00
1.4 1.4.1 1.4.2 1.4.3	Task 2.3 Total Traffic Control Plans / SW3P Traffic Control Layouts Traffic Control Typical Sections Intersection Design		0	0	6 2 1	4 4 2	2 4	0	0	0	\$ 2,08 \$ 1,30 \$ 1,02	80.00 80.00 800.00 25.00
1.4 1.4.1 1.4.2	Task 2.3 Total Traffic Control Plans / SW3P Traffic Control Layouts Traffic Control Typical Sections		0	0	6 2	4	2	0	0	0	\$ 2,08 \$ 1,30 \$ 1,02 \$ 2,30	80.00

ATTACHMENT D - FEE SCHEDULE WORK AUTHORIZATION #3 COUNTY ROAD 375

					K.C. E	NGINEERI	NG, INC.					
TASK NO.	TASK DESCRIPTION	PRINCIPAL ENGINEER	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	TRAINING	ENGINEERING ASSISTANT	CAD TECHNICIAN	CLERICAL		TOTAL
	Labor Rates	250.00	215.00	200.00	195.00	165.00	125.00	110.00	95.00	80.00		
1.4.6	Prepare Env. Permits, Issues & Commitments	1			1	1	2				\$	860.00
1.4.7	Erosion Control Plan	1			2	2	12				\$	2,470.00
1.4.8	Miscellaneous TCP and Erosion Details	1			1	1	2				\$	860.00
1.4.9	Assemble Applicable Standards				1	1	2				\$	610.00
	Task 2.4 Total	6	0	0	17	21	38	0	0	0	\$	13,030.00
1.5	PS&E Documents											
1.5.1	Summary of Quantities	1			2	4	8				\$	2,300.00
1.5.2	Basis of Estimate	1			2	4	4				\$	1,800.00
1.5.3	Construction Cost Estimate	1			2	4	4				\$	1,800.00
1.5.4	Construction Duration Estimate	1			2	1	1				\$	930.00
1.5.5	General Notes & Specifications	1			2	4	2				\$	1,550.00
1.5.6	Supporting Contract Documentation	1			1	1	2				\$	860.00
	Task 2.5 Total	6	0	0	11	18	21	0	0	0	\$	9,240.00
1.6	Project Management											
1.6.1	Project Administration	12								16	\$	4,280.00
1.6.2	Maintain Project Records	1			2					8	\$	1,280.00
1.6.3	Periodic Progress Meetings (County)	3			3						\$	1,335.00
1.6.4	Periodic Progress Meetings (Subconsultants)				4						\$	780.00
1.6.5	QA/QC	4			4	8	4				\$	3,600.00
1.6.6	Invoice Preparation	2								12	\$	1,460.00
1.6.7	Progress Reports	2								8	\$	1,140.00
1.6.8	Plans Preparation for Submittal	1			2	4				8	\$	1,940.00
	Task 2.6 Total	25	0	0	15	12	4	0	0	52	\$	15,815.00
	Task 1 - PS&E Total	50	0		100	176	227	0	0	52	\$	93,575.00
2	Project Bidding											
2.1	Project Bidding											
2.1.1	Prepare Addenda				2						\$	390.00
2.1.2	Contractor Questions (RFI)				2						\$	390.00
2.1.3	Attend Pre-Bid Conference										\$	-
2.1.4	Tabulate Bids										\$	-
2.1.5	Prepare Recommendation Letter										\$	-
	Task 2 Project Bidding Total	0	0	0	4	0	0	0	0	0	\$	780.00
3	Construction Support											
3.1	Construction Support (If Required)											
3.1.1	Preconstruction Meeting										\$	-
3.1.2	Review Shop Drawings										\$	-
3.1.3	General Construction Support										\$	-
3.1.4	Prepare Change Orders as Necessary										\$	-
	Task 3 Construction Support Total	0	0	0	0	0	0			0	\$	-
	Total Tasks 1, 2, & 3	50			104	176			0			94,355.00
1		- 50	J		.07	.70		V	U	ŰL.	Ŧ	5 .,555.56

Commissioners Court - Regular Session

Meeting Date: 06/16/2020

SAM 2586 WA3 Expo Pavilion - Facilities

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards,

Infrastructure

39.

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 3 in the amount of \$7,500.00 to expire on June 30, 2021 under Williamson County Contract for Surveying Services between Surveying And Mapping, LLC and Williamson County dated May 19, 2020 for Topographic Surveying Services for the Williamson County Expo Pavilion. Funding source: 01.0100.3106.004100.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SAM 2586 WA3 Expo Pavilion - Facilities

Form Review

Inbox Reviewed By Date

Hal Hawes 06/11/2020 11:35 AM
County Judge Exec Asst. Andrea Schiele 06/11/2020 11:44 AM

Form Started By: Vicky Edwards Started On: 06/11/2020 11:07 AM

Final Approval Date: 06/11/2020

WORK AUTHORIZATION NO. 3

PROJECT: Topographic Surveying Services for the Williamson County Expo Pavilion

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated <u>May 19, 2020</u> and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and <u>Surveying And Mapping, LLC</u> (the "Surveyor").

- Part1. The Surveyor will provide the following Surveying Services set forth in Attachment "B" of this Work Authorization.
- Part 2. The maximum amount payable for services under this Work Authorization without modification is \$7,500.00.
- Part 3. Payment to the Surveyor for the services established under this Work Authorization shall be made in accordance with the Contract.
- Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on <u>June 30, 2021</u>. The Surveying Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.
- Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.
- Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Surveyor understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Surveyor that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Surveyor.
- Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this day of	_, 2020.
SURVEYOR:	COUNTY:
Surveying And Mapping, LLC (SAM, LLC)	Williamson County, Texas
By: Signature	By:
Scott Brashear Printed Name	Bill Gravell, Jr. Printed Name
Project Manager Title	Williamson County Judge Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Surveyor

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A - Services to be Provided by County

Williamson County will provide a Project Manager and will provide timely reviews and decisions necessary to enable the Surveyor to maintain an agreed upon project schedule.

Attachment B- Services to be Provided by Surveyor

Please see next pages.



SAM, LLC

4801 Southwest Parkway, Bldg. Two, Suite 100, Austin, TX 78735 Ofc 512.447.0575 Fax 512.326.3029 info@sam.biz www.sam.biz TBPLS # 10064300

Via Email: DGossett@wilco.org

June 2, 2020

Mr. Dwayne Gossett.
Department of Infrastructure
Williamson County Road & Bridge
3151 S.E. Inner Loop, Suite B
Georgetown, TX 78626

Re:

Williamson County – Wilco Expo Pavillion Additional Survey (Bill Pickett Fence Survey)

SAM Proposal No. 1019047417

Dear Dwayne:

As we discussed please find attached our proposal for Professional Surveying Services. This proposal is based upon the information provided to us and includes those services required to provide Topographic Surveys at the Williamson County Expo Pavillian, Texas. We are proposing to execute this work under the terms and conditions of the Master Services Agreement between Surveying And Mapping, LLC and Williamson County, Texas dated May 19, 2020.

After you have reviewed the proposal, please give me a call if you have any questions.

Sincerely yours,
SURVEYING AND MAPPING, LLC (SAM)

Scott C. Brashear, RPLS Project Manager

Sur C. Re

Cc:

Donald Zdancewicz, RPLS



SCOPE OF SERVICES AND FEE WILLIAMSON COUNTY – WILCO EXPO PAVILLION ADDITIONAL SURVEY (Bill Pickett Fence Survey)

PROJECT OVERVIEW

Surveying and Mapping, LLC (SAM) will provide professional surveying services to Williamson County (Client) relating to the Wilco Expo Pavillian site in Texas. The area to be surveyed is depicted with black "X's" in figure 1.





ASSUMPTIONS

Survey will be performed in accordance with the attached Survey Scope of Work, with the following assumptions. If these assumptions do not prove correct, it may require the negotiation of a supplemental agreement:

- Horizontal Datum and basis of bearings will be Texas Coordinate System, Central Zone (4203), NAD 83, and units will be U.S. Survey Feet, as derived from GPS observations and/or existing survey control in the immediate vicinity.
- Vertical Datum will be the North American Vertical Datum of 1988 (NAVD88) and units will be in U.S. Survey Feet, as derived from GPS observations and calculated using Geoid 12B, and/or existing survey control in the immediate vicinity.
- Unimpeded access to the property will be provided. Any locked gates will be made accessible to our field crews. Assumption is made that there are no delays accessing the property that would hamper our work.
- Sufficient existing monuments marking the control exist and can be found in good condition.
- Only two mobilizations will be required (one for monument recovery & one for staking the ROW)

PROPERTY LINE STAKEOUT

- Enough ROW monuments/property corners shall be located so that the existing ROW of Bill Pickett Trail and the property line of the Williamson County property can be verified or established for future construction of a fence.
- During a second mobilization to the job site, the existing ROW/property line shall be staked at 50' or 100' intervals.

PROJECT DELIVERABLES

Deliverables to Client will consist of the following:

- Field Book copies in PDF format
- ASCII file of points

FEE

These professional services will be performed according to the following estimated fees:

Boundary Survey

\$7,372.88

SCHEDULE

Delivery of final survey will be made within 15 business days following Notice to Proceed.

Attachment C- Work Schedule

Work shall begin immediately upon receipt of the executed agreement between County and Surveyor.

Attachment D- Fee Schedule

Please see next page.

ATTACHMENT D TIME & MATERIALS PAYMENT BASIS SURVEY SERVICES

Project: Wilco - Bill Proket (ROW) survey for fence Proposal Number: 1019047417

TASK DESCRIPTION	SENIOR			SENIOR	SURVEY	2-PERSON	S-PERSON	FIBLD	ADMIN	TOTAL
	PROJECT	PROJECT	STAFF	SURVEY	TECHNICIAN	SURVEY	SURVEY	COORDINATOR	CLERICAL	LABOR HRS.
- 1	MANAGER	MANAGER	SURVEYOR	TECHNICIAN		CREW	CREW			& COSTS
	18 July 18 18 18 18 18 18 18 18 18 18 18 18 18	电影影响影响		1. CAR CAR CAR CAR		資産がある			The second second	10 10 10 10 10 10 10 10 10 10 10 10 10 1
Right-of-way Survey - Recover Monuments	F	1		2	4	0,		0.5		\$2.554.50
Right-of-way Survey - Monument Staking	1	1		2	4	10		0.5		\$2,554.50
Right-of-Way analysis		4		2	2					8105800
Final Deliverables		2		2	2					\$736.00
The second of th	2	8	. 0	8	12	20	10 100	Sanda S	0	\$0.00
HOURS SUB-TOTALS	2	8	٥	·	12	20	o	1	c	T to
CONTRACT PATE PER HQUR	\$180.00	\$160.00	\$135.00	\$110.00	\$98.00	\$155.00	\$195.00	\$105.00	\$75.00	
TOTAL LABOR COSTS	\$360.00	\$1,280.00	\$0.00	\$880.00	\$1,176.00	\$3,100.00	00.0s	\$105.00	\$0.00	\$6,901.00
1,11										
OTHER DIRECTIEX PENSES.	Section Section Sections	# OF UNITS	COST/UNIT							
Mileage (number x current state rate)		125	\$0.575							\$71.88
GPS Receiver		16	\$25.00							\$400.00
										\$0.00
										\$0.00
SUBTOTAL DIRECT EXPENSES										\$471.88

\$7.372.88		TOTAL SAM SURVEY
\$471.88		NON-SALARY (OTHER DIRECT EXPENSES)
\$6,901.00		LABOR COSTS
	Semination of the seminated of the semin	ARVices selected to the selection of the

Commissioners Court - Regular Session

Meeting Date: 06/16/2020

Change Order No 3 to contract number IFB 1904 312 for the Bluebonnet Drive Reconstruction

Project

Submitted For: Terron Evertson Submitted By: Kelly Murphy,

Infrastructure

40.

Department: Infrastructure **Agenda Category:** Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Change Order No. 3, to contract number IFB 1904-312, in the amount of \$95,007.65 for the Bluebonnet Drive Reconstruction Project.

Background

This Change Order is a balancing Change Order. All work has been completed and punch list items appropriately resolved. Original contract amount was \$754,484.00. Change Orders 1 and 2 increased the contract amount to \$815,507.44. With the addition of this change order, of \$95,007.65, final contract amount will be \$910,515.09.

Fiscal Impact

	From/To	Acct No.	Description	Amount
- 1				

Attachments

Change Order No. 3- Bluebonnet Dr

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 06/11/2020 11:50 AM

Form Started By: Kelly Murphy Started On: 06/11/2020 09:36 AM

Final Approval Date: 06/11/2020

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 3

1. CONTRACTOR: Chasco Construction	·	Project: IFB 1904-312	
2. Change Order Work Limits: Sta. 300+00 to	Sta. 313+56.89	Roadway:Bluebonnet Dr.	-
3. Type of Change(on federal-aid non-exempt projects):	<u>Minor</u> (Major/Minor)	Purchase Order	
4. Reasons:(3 Max In order	of importance - Primary first)	Number:	
Describe the work being revised: Quantities adjusted due to differing site conditions.			
 6. Work to be performed in accordance with Items: Al 7. New or revised plan sheet(s) are attached and numbers 8. New Special Provisions to the contract are attached: 	ed: N/A Yes 🗹	No	
9. New Special Provisions to Item N/A No. N/A, S			
Each signatory hereby warrants that each has the authority			
The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.	The following informat Time Ext. #: N/A	Days added on this CO:17	
THE CONTRACTOR Date 6.26.20	Amount added by this change	ge order: \$95,007.65	
Typed/Printed Name Typed/Printed Title POLCH MAUGUS Typed/Printed Title			
RECOMMENDED FOR EXECUTION:			
Project Manager Date Construction Observer	County Commission APPROVED	ner Precinct 1 REQUEST APPROVAL	Date
Design Engineer Date	County Commission APPROVED	ner Precinct 2 □ REQUEST APPROVAL	Date
Program Manager Date Design Engineer's Seal:	County Commission APPROVED	ner Precinct 3 REQUEST APPROVAL	Date
EXAMPLE OF TEXTS	County Commission APPROVED	ner Precinct 4 □ REQUEST APPROVAL	Date
KON Q. KWAN 90584 90584 CENSE	□ County Ju APPROVED	dge	Date

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 3

MBEK: 3

Project#

IFB 1904-312

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE		HOURLY RATE
			10日本のことがあるのでは、10日の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本	
ALL PARTY OF				
	1000 1000 1000 1000 1000 1000 1000 100			

TABLE B: Contract Items

LS \$994.17 ITEM COST QUANTITY ITEM COST QUANTITY QUANTITY TIEM COST QUANTITY QUANTITY <th< th=""><th></th><th></th><th></th><th>ORIGINAL</th><th>ORIGINAL + PREVIOUSLY REVISED</th><th>ADD or (DEDUCT)</th><th></th><th>NEW</th><th></th></th<>				ORIGINAL	ORIGINAL + PREVIOUSLY REVISED	ADD or (DEDUCT)		NEW	
COMPINITY CY S94000 C S S22,708.00 C C C S S C C C C C		TINO	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
CY SSC000 CO SSC2700 CO CO CO CO CO CO CO	in System Repairs	LS	\$994.17	00.0	\$0.00		1.00	\$994.17	\$994.17
CY S\$7.00 S\$4.00 S\$1.00.00 1.244.00 CY S\$0.00 S\$1.00.00 COORDINITY A) CY S\$0.00 S\$1.00.00 COORDINITY A) CY S\$0.00 1.262.00 S\$1.50.00 COORDINITY A) CY S\$0.00 1.262.00 S\$1.50.00 COORDINITY A) CY S\$0.00 COORDINITY A) CY CY CY CY CY CY CY C	ING THE ROW	AC	\$74,000.00	0.58	\$42,920.00	0.00	0.58	\$42,920.00	\$0.00
Compound	TION (ROADWAY)	CY	\$37.00	884.00	\$32,708.00	1,24	2,12	\$78,736.00	\$46.028.00
ST SEGO 1,282,00 ST,1930 O.00	MENT (FINAL)(ORD COMP)(TY A)	CY	\$60.00	25.00		00.0		\$1,500.00	\$0.00
ST SEGO ST SEGO ST SEGO ST SEGO ST SEGO ST SEGO SEGO ST SEGO SEGO ST SEGO SEGO ST SEGO	IING AND PLACING TOPSOIL (4")	SY	\$6.00	1,252.00		0.00	1.	\$7.512.00	80.00
AC \$1000.00 0.26 \$260.00 \$1,390.	ODDING	SY	\$5.75	1,252.00		0.00		\$7,199.00	\$0.00
Mathematical Property Math	ER	AC	\$1,000.00	0.26	\$260.00	(0.26)		\$0.00	(\$260.00)
TON \$265.00 1,390.00 \$11,395.00 1,4543.00 1,4443.00	FIVE WATERING	MG	\$40.00	47.00	\$1,880.00	(47.00)		\$0.00	(\$1,880,00)
TON \$265.00 \$41,395.00 \$43.00	MP IN PLC)(TY A GR1-2)(FINAL POS)	λ5	\$50.00	1,390.00	\$69,500.00	1.243.00	2.63	\$131,650,00	\$62,150.00
Second	DRATED LIME SLURRY)	TON	\$265.00	43.00	\$11,395.00	の 日本の 日本の 日本の		\$0.00	(\$11,395.00)
CY \$536.00 \$4,356.00 0.00	r (exst matl)(8")	SY	\$8.00	4,548.00	\$36,384.00	(4)		\$0.00	(\$36,384.00)
CAL \$380,00 35,00 50,0	DAT(MC-30 OR AE-P)	GAL	\$5.50	792.00	\$4,356.00	00.0	75	\$4,356.00	\$0.00
Color	/-B PG64-22)	λ5	\$360.00	35.00	\$12,600.00	0.00		\$12,600.00	\$0.00
22 TON \$100.00 \$72.00 \$87,200.00 \$20.00 22 TON \$137.00 438.00 \$897,200.00 57.04 10°° SY \$13.00 6.00 \$89,72.00 6.00 10°° EA \$71.000.00 \$80.00 0.00 SY \$200.00 \$2,800.00 \$2.00 STALL) (TY-1) SY \$3270.00 4.00 \$1,260.00 0.00 STALL) (TY-1) SY \$320 300.00 \$2,700.00 0.00 EIMOVE) SY \$320 300.00 \$3,750.0 0.00 EIMOVE) SY \$3,270.0 \$1,021.00 \$2,000.0 0.00 SI (REMOVE) LF \$3,00 \$30.00 \$3,600.0 0.00 SS (REMOVE) LF \$1,00 \$1,021.00 \$1,021.00 0.00 SS (REMOVE) LF \$3,00 \$1,021.00 0.00 0.00 SS (REMOVE) LF \$3,00 \$1,021.00 0.00 0.00 0.00 </td <td>HFRS-2P OR CRS-2P)</td> <td>GAL</td> <td>\$6.50</td> <td>1,386.00</td> <td>\$9,009.00</td> <td>0.00</td> <td>1.3</td> <td>00'600'6\$</td> <td>\$0.00</td>	HFRS-2P OR CRS-2P)	GAL	\$6.50	1,386.00	\$9,009.00	0.00	1.3	00'600'6\$	\$0.00
10	A(SQ) TY-B PG64-22	TON	\$100.00	872.00	\$87,200.00	200.00		\$107,200.00	\$20,000.00
10, 10,	A(SQ) TY-D PG70-22	NOT	\$137.00	436.00	\$59,732.00	57.04		\$67,546.48	\$7.814.48
STATE STAT	SPH CONC PAV (10")	SY	\$13.00	4,548.00	\$59,124.00	00.00	4	\$59,124.00	\$0.00
TRAFFIC HANDLING	OP)(CURB)	EA	\$1,800.00	00'9	\$10,800.00	00.0		\$10,800.00	\$0.00
STATE STAT	MANHOLES	EA	\$700.00	4.00	\$2,800.00	2.00		\$4,200.00	\$1,400.00
TRAFFIC HANDLING MO \$3,700.00 0 513,080.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	TR (INLET)(CURB)	EA	\$422.00	00'9	\$2,532.00	00.0		\$2,532.00	\$0.00
TRAFFIC HANDLING	NOIL	ST	\$71,000.00	1.00	\$71,000.00	00.0	1.00	\$71,000.00	\$0.00
SY S9.00 S2,700.00 C0.00	DES, SIGNS AND TRAFFIC HANDLING	MO	\$3,270.00	4.00	\$13,080.00	2.00		\$19,620.00	\$6,540.00
E(INSTALL) E(INSTALL) E(REMOVE) E(RE	ICTION EXITS (INSTALL) (TY-1)	SY	\$9.00	300.00	\$2,700.00	00.00		\$2,700.00	\$0.00
Color	ICTION EXITS (REMOVE)	SY	\$1.25	300.00		00.00		\$375.00	\$0.00
E(REMOVE) LF \$1.00 \$1.021.00 \$0.00 SS (INSTALL)(8") LF \$8.00 \$6.00 \$0.00 SS (INSTALL)(8") LF \$8.00 \$6.00 \$0.00 SS (INSTALL)(8") LF \$20.00 \$2.144.00 \$542.00 \$0.00 TSI (REMOVE) LF \$50.00 \$2.144.00 \$42.880.00 \$0.00 TEK (VALLEY GUTTER) LF \$105.00 1.00 \$0.00 TEK (VALLEY GUTTER) SY \$546.00 \$1.02.00 \$0.00 SAY \$546.00 1.282.00 \$86.972.00 \$0.00 SAMITY SSO EA \$3990.00 \$9.00 \$8.910.00 \$0.00 SAMITY SSO EA \$450.00 \$1.00 \$1.00 \$0.00 PERMENT SY \$456.00 \$1.00 \$1.00 \$0.00 PA \$3.385.09 14.00 \$1.900.00 \$0.00 \$0.00 PA \$4.155.133 1.00 \$1.200.00 \$1.00 \$1.00 \$1.00 \$1.00<	OMT CONT FENCE (INSTALL)	LF	\$3.00	1,021.00		00.00	1,021.00	\$3,063.00	\$0.00
SEA	OMT CONT FENCE (REMOVE)	F	\$1.00	1,021.00		00.00	1,021.00	\$1,021.00	\$0.00
Color Colo	EROSN CONT LOGS (INSTALL)(8")	LF	\$8.00	80.00	0,			\$640.00	\$0.00
Y III) TER (VALLEY GUTTER) LF \$105.00 104.00 \$10.920.00 \$10.920.00 \$10.00	ROSN CONT LOGS (REMOVE)	H.	\$0.25	80.00				\$20.00	\$0.00
SAMITY SB0		LF	\$20.00	2,144.00	\$42,880.00	00.00	2	\$42,880.00	\$0.00
SY \$76.00 7797.00 \$60,572.00 0.00 ***BAM TY SB0	& GUTTER (VALLEY GUT	F	\$105.00	104.00		00.0		\$10,920.00	\$0.00
SAM TY S80 EA \$46.00 1,282.00 \$58.972.00 0.00 CEMENT EA \$456.00 17.00 \$58.910.00 0.00 DEMENT SY \$2.50 4,548.00 \$71,370.00 0.00 OVERS AND STACKS EA \$475.00 4.00 \$1,370.00 0.00 DIS EA \$3.385.09 14.00 \$47,391.22 0.00 I EA \$1,551.33 0.00 0.00 I EA \$4,056.96 3.00 \$11,561.33 0.00 I I I I I I I I I I I I I I I I I I I I I I I	YS (CONC)	SY	\$76.00	797.00		00.0		\$60,572.00	\$0.00
RAM TY S80 EA \$990.00 9.00 \$6.910.00 0.00 PEA \$450.00 \$1.00 \$7.650.00 0.00 DVERS AND STACKS EA \$475.00 4.00 \$11.370.00 0.00 DNS EA \$3.385.09 14.00 \$1,900.00 0.00 DNS EA \$3.385.09 14.00 \$47.501.22 0.00 EA \$4,551.33 1.00 \$47.501.33 0.00 EA \$4,056.96 3.00 \$12,610.89 0.00 EA \$4,026.96 3.00 \$12,080.89 0.00 0.00 0.00 0.00	EWALKS (4")	SY	\$46.00	1,282.00	\$58,972.00	00.0	1,28	\$58,972.00	\$0.00
SASM TY S80	MPS (TY 1)	EA	\$990.00	9.00	\$8,910.00	00.00		\$8,910.00	\$0.00
SY \$2.50 4,548.00 \$11,370.00 0.00	'E SM RD SN SUP&AM TY S80	EA	\$450.00	17.00	\$7,650.00	00.00	17.00	\$7,650.00	\$0.00
OVERS AND STACKS EA \$475.00 4.00 \$1,900.00 DIS EA \$3,385.09 14.00 \$47,391.22 LS \$1,551.33 1.00 \$47,551.33 EA \$4,026.96 3.00 \$12,080.89	BASE REINFORCEMENT	SY	\$2.50	4,548.00	\$11,370.00	0.00	4,54	\$11,370.00	\$0.00
Pors EA \$3,386.09 14,00 \$47,391.22	RS AND STACK	EA	\$475.00	4.00	\$1,900.00	0.00	4.00	\$1,900.00	\$0.00
LS \$1,551.33 1.00 \$1,561.33	Service Relocations	EA	\$3,385.09	14.00	\$47,391.22	00.00	14.00	\$47,391.22	\$0.00
EA \$4,026.96 3.00 \$12,080.89	System Repairs	LS	\$1,551.33	1.00	\$1,551.33	00.00	1.00	\$1,551.33	\$0.00
	anholes (Sanitary)	EA	\$4,026.96	3.00	\$12,080.89	00.0	3.00	\$12,080.89	\$0.00
						00.0			
	The second secon			REAL PROPERTY.		00.00			
						0.00			
	THE RESIDENCE OF THE PARTY OF T					00.00			
		THE PERSON NAMED IN	The state of the s			0.00			
	TOTALS				\$815.507.44			\$910.515.09	\$95,007,65

CHANGE ORDER REASON(S) CODE CHART

Design Error or Omission	1A. Incorrect PS&E
	1B. Other
Differing Site Conditions	2A. Dispute resolution (expense caused by conditions and/or resulting delay)
(unforeseeable)	Dispute resolution (expense caused by conditions and/or resulting delay) Unavailable material
(unioreseeable)	
	, , , , , , , , , , , , , , , , , , , ,
	2D. Environmental remediation
	2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9)
	2F. Site conditions altered by an act of nature
	2G. Unadjusted utility (unforeseeable)
	2H. Unacquired Right-of-Way (unforeseeable)
	2I. Additional safety needs (unforeseeable)
	2J. Other
2 County Convenience	24 Dispute recolution (not reculting from error in plane or differing site conditions)
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions)
	3B. Public relations improvement
	3C. Implementation of a Value Engineering finding
	3D. Achievement of an early project completion
	3E. Reduction of future maintenance
	3F. Additional work desired by the County
	3G. Compliance requirements of new laws and/or policies
	3H. Cost savings opportunity discovered during construction
	31. Implementation of improved technology or better process
	3J. Price adjustment on finished work (price reduced in exchange for acceptance)
	3K. Addition of stock account or material supplied by state provision
	3L. Revising safety work/measures desired by the County
	3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment
	4B. Third party requested work
	4C. Compliance requirements of new laws and/or policies (impacting third party)
	4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan
	5B. Contractor requested change in the sequence and/or method of work
	5C. Payment for Partnering workshop
	5D. Additional safety work/measures desired by the contractor
	5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW)
	6B. Right-of-Way not clear (County responsibility for ROW)
	6C. Utilities not clear
	6D. Other

Commissioners Court - Regular Session

Meeting Date: 06/16/2020

1812-282 - Seward Junction Improvements Change Order No. 2

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond **Agenda Category:** Consent

Information

41.

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order NO. 2 in the amount of \$9,946.75 for the Seward Junction Improvements (Jordan Foster Construction), a Road Bond project in Commissioner Pct. 2.

P:271 Funding Source: Road Bond

Background

This Change Order adds a pay item to adjust existing manholes located with the ROW to match finished grade. The Manholes are on the existing LCRA line that runs along the west side of the roadway. The manholes were shown in the plans, but a bid item to cover the cost of the adjustments to these manholes were not included in the original plans. The manholes will be adjusted to the finish grade per the plans and notes provided by the City of Liberty Hill.

Fiscal Impact

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

Attachments

1812-282 Seward Junction Improvements Change Order No 2

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 06/11/2020 10:33 AM

Form Started By: Dawn Haggard Started On: 06/10/2020 05:04 PM

Final Approval Date: 06/11/2020

Received

WILLIAMSON COUNTY, TEXAS CHANGE ORDER NUMBER: 2

JUN 0 9 2020

					IN IR Corbora
1. CONTRACTOR: Jordan Foster Construction			Proje	ect:	Round Roc 1812-282
2. Change Order Work Limits: Sta. 130+00 t	to Sta.	135+00	Road	dway:	Seward Junction_
3. Type of Change(on federal-aid non-exempt projects):	Mino	r (Major/Minor)	CSJ Numi	ber:	
Reasons: 1A (3 Max In orde	r of impor	tance - Primary first)			
5. Describe the work being revised:					
1A: Design Error or Omission. Incorrect PS&E. This Chang he ROW to match finish grade. The manholes are on the exist shown in the plans but a bid item to cover the cost of the adjus-	ting LCRA	line that runs through	h the pro	ject. The r	manholes were
Work to be performed in accordance with Items:	ee attacl	hed.			
7. New or revised plan sheet(s) are attached and number	red:	N/A			
8. New Special Provisions/Specifications to the contract	are attac	hed: Ye	es 🗾	No	
9. New Special Provisions to Item_N/A_NoN/A_, Spe	ecial Sper	cification ItemN	Aare	attached.	
Each signatory hereby warrants that each has the author					
					un vida d
The contractor must sign the Change Order and, by doing so, agrees to		e following inforn	iation m	ust be p	roviaea
waive any and all claims for additional compensation due to any and all othe expenses; additional changes for time, overhead and profit; or loss of		Ext. #: N/A	Days a	dded on	this CO: 0
compensation as a result of this change.					
THE CONTRACTOR Date 6-1-2020	Amou	int added by this ch	ange ord	ler:	\$9,946.75
Jordan Foster Construction, LLG					
By					
John Goodrich, P.E. Typed/Printed Name					
Typed/Printed Title Executive Vice President					
RECOMMENDED FOR EXECUTION:					
		Causty Cammia	sianas Da	opinat 1	Data
Ams 12 7 6/10/2020	J	County Commis	_		Date
Project ivianager Date	<u> </u>	APPROVED		KEQU	EST APPROVAL
r reject manager					
N/4		County Commis			Date
N/A Design Engir ser Date		APPROVED		REQU	EST APPROVAL
Design Engineer Date					
A THA					
06/10/2020		County Commis			Date
		APPROVED		REQU	EST APPROVAL
///rogram M/nager Date					
Design Engineer's Seal:					
		County Commis	sioner Pr	ecinct 4	Date
		APPROVED		REQU	EST APPROVAL
N/A					
	-	County	Ludgo		Data

APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER:	2	Project #	1812-282
		_	

TABLE A: Force Account Work and Materials Placed into Stock

LABOR	HOURLY RATE		HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PRE	/IOUSLY REVISED	ADD or (DEDUCT)		NEW	
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
506S-WC01	ADJUST EXISTING MH	EA	\$4,973.375	0.00	\$0.00	2.00	2.00	\$9,946.75	\$9,946.75
					_				
						·			
	TOTALS				\$0.00			\$9,946.75	\$9,946.75

CHANGE ORDER REASON(S) CODE CHART

Design Error or Omission	1A. Incorrect PS&E
	1B. Other
Differing Site Conditions	2A. Dispute resolution (expense caused by conditions and/or resulting delay)
(unforeseeable)	2B. Unavailable material
	2C. New development (conditions changing after PS&E completed)
	2D. Environmental remediation
	2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9)
	2F. Site conditions altered by an act of nature
	2G. Unadjusted utility (unforeseeable)
	2H. Unacquired Right-of-Way (unforeseeable)
	2I. Additional safety needs (unforeseeable)
	2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions)
	3B. Public relations improvement
	3C. Implementation of a Value Engineering finding
	3D. Achievement of an early project completion
	3E. Reduction of future maintenance
	3F. Additional work desired by the County
	3G. Compliance requirements of new laws and/or policies
	3H. Cost savings opportunity discovered during construction
	3I. Implementation of improved technology or better process
	3J. Price adjustment on finished work (price reduced in exchange for acceptance)
	3K. Addition of stock account or material supplied by state provision
	3L. Revising safety work/measures desired by the County
	3M. Other
Third Party Accommodation	4A. Failure of a third party to meet commitment
	4B. Third party requested work
	4C. Compliance requirements of new laws and/or policies (impacting third party)
	4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan
	5B. Contractor requested change in the sequence and/or method of work
	5C. Payment for Partnering workshop
	5D. Additional safety work/measures desired by the contractor
	5E. Other
G. Untimoly DOW/Hallain	CA. Dight of May not clear (third party respects it it is for DOM)
Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW)
	6B. Right-of-Way not clear (County responsibility for ROW)
	6C. Utilities not clear
	6D. Other

Williamson County Road Bond Program

Seward Junction Improvements Williamson County Project No. 1812-282

Change Order No. 2

Reason for Change

This Change Order adds a pay item to adjust existing manholes located with the ROW to match finished grade. The Manholes are on the existing LCRA line that runs along the west side of the roadway. The manholes were shown in the plans, but a bid item to cover the cost of the adjustments to these manholes were not included in the original plans. The manholes will be adjusted to the finish grade per the plans and notes provided by The City of Liberty Hill.

Following is a summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
506S-WC01	Adjust Existing Manhole	2	EA

This Change Order results in a net increase of \$9,946.75 to the Contract amount, for an adjusted Contract total of \$13,392,511.21. The original Contract amount was \$13,270,258.10. As a result of this and all Change Orders to-date, \$122,253.11 has been added to the Contract, resulting in an 0.92% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HNTB Corporation

James Klotz, P.E.



15603 North IH 35 Pflugerville, TX 78660 P: 512.990.8313 F: 512.990.3785

A Foundation of Excellence.

July 23, 2019

HNTB 101 E. Old Settlers Blvd., Ste. 100 Round Rock, TX 78664

Attn:

Eddie Church, P.E.

Re:

Project No. 1812-282

Seward Junction Improvements

Williamson County

Dear Mr. Church:

The following is the lump sum unit price for the additional work of adjusting the manholes at STA 130+43 and STA 134+46 in the Southwest on the above referenced project.

Item 000-0000

ADJUST MANHOLES IN SOUTHWEST

Contractor Cost per Unit

Approx.

1

LS

@

\$9,946.75

\$9,946.75

\$9,946.75

9946.75-2=\$4,973,375EA

The cost breakdown is enclosed for review.

If you have any questions, please contact me at (512) 364-3540.

Very Truly Yours,

JORDAN FOSTER CONSTRUCTION

JC Kindel

Project Manager

Enclosure: Cost Breakdown.

JORDAN FOSTER CONSTRUCTION COST BREAKDOWN

Project: 1812-282 Seward Junction Improvements JFC Job #: 20103

Adjust Manholes Located in Southwest at STA 130+43 and STA 134+46

Estimated Quantity

1 LS

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LABOR:		Hourly Wages	Overtime Factor 37.5%	Payroll Taxes/Insur. 55%	Contractor Compensation 25%	Total Hourly Rate	Number of Hours			Total Cost
Survey										
Name Surveyor Surveyor Helper		39.00 17.00	14.63 6.38	29.49 12.86	13.41 5.84	96.53 42.08	4.00 4.00	=	\$ \$	386.10 168.30 554.40
SUBCONTRACTOR: JKB Construction	on Co., LLC									
		Quantity U	nit	Subcontractor Rate	Subcontractor Compensation 5%	Total Subcontractor Rate				
Manhole Adjustment Manhole Coating Adjust Manhole Castir Testing Trench Safety	igs	2.00 E. 2.00 E. 2.00 E. 1.00 E.	A A A	2500.00 825.00 580.00 500.00 450.00	125.00 41.25 29.00 25.00 22.50	2625.00 866.25 609.00 525.00 472.50		= = = =	\$ \$ \$ \$	5,250.00 1,732.50 1,218.00 525.00 472.50 9,198.00
EQUIPMENT:										
		Quantity U	nit	Equipment Rate	Equipment Compensation 15%	Total Equipment Rate				
Pickup		4.00 H	R	20.84	3.13	23.97		=	\$	95.86 95.86
SUBTOTAL COST									\$	9,848.26
Bond Cost	1%								\$	98.48
TOTAL COST									\$	9,946.75
UNIT PRICE						[\$9,946.75	/LS		

JKB Construction Co., LLC

350 N. Bagdad Road Leander, Texas 78641 O: 512-260-2600 F: 512-260-2608

Project: 1812-282 SEWARD JUNCTION IMPROVEMENTS

Change Order#: 2

Date: 7/15/2019

Item#	TEVAS MATERIALS MAANUSIS ARVINGTANIA				Unit		Bid
1	TEXAS MATERIALS MANHOLE ADJUSTMENT	Qty.	Unit		Bid	Π	Amount
1	MANHOLE ADJUSTMENT	2	EA	Ś	2,500.00	Ś	5,000.00
2	MANHOLE COATING	2	EA	ė	825.00	- -	
3	ADJUST MANHOLE CASTINGS	3		12		3	1,650.00
4	TESTING		EA	15	580.00	\$	1,160.00
5	TRENCH SAFETY	1	LS	\$	500.00	\$	500.00
	INCITATETT	1 1	LS	\$	450.00	\$	450.00
					TOTAL	\$	8,760.00

Mick Sample	7/15/2019 Date
Approved By:	Date
Printed Name	

Meeting Date: 06/16/2020

Final plat for the Star Ranch Parcel 31 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 Parcel 31 subdivision – Precinct 4.

Background

This is the next section of the Star Ranch Commercial development. This subdivision consists of 1 commercial lot and no new public roads.

Timeline

2019-05-15 – initial submittal of the final plat

2019-06-04 – 1st review complete with comments

2019-09-10 – 2nd submittal of final plat

2019-09-11 - 2nd review complete with comments clear

2020-06-08 – receipt of final plat with all signatures

2020-06-11 - final plat placed on the June 16, 2020 Commissioners Court agenda for

consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

final plat - Star Ranch Parcel 31

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 06/11/2020 11:30 AM

Form Started By: Adam Boatright Started On: 04/16/2020 10:28 AM

Final Approval Date: 06/11/2020

42.

2. BUILDING SETBACK LINES: 50' STREET FRONT ALONG GATTIS SCHOOL ROAD, 25' STREET FRONT ALONG WINTERFIELD DRIVE, 5' SIDE PROPERTY LINE(S), AND 5' REAR PROPERTY LINE.

A 5' P.U.E. IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES.

A 5' P.U.E. IS HEREBY DEDICATED ON EACH SIDE OF ALL REAR LOT LINES.

NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.

STREET LIGHTING SHALL BE PROVIDED BY THE DEVELOPER IN CONFORMANCE WITH THE UDC REQUIREMENTS.

SIDEWALKS SHALL BE CONSTRUCTED ON THE SUBDIVISION SIDE OF GATTIS SCHOOL ROAD AND WINTERFIELD DRIVE.

WATER AND WASTEWATER SERVICE FOR THIS SUBDIVISION WILL BE AVAILABLE THROUGH WILLIAMSON COUNTY WATER, SEWER, IRRIGATION AND DRAINAGE DISTRICT NO. 3 AFTER THE APPROPRIATE WATER AND WASTEWATER SYSTEM IMPROVEMENTS ARE INSTALLED TO THIS SITE. WILLIAMSON COUNTY WATER, SEWER, IRRIGATION AND DRAINAGE DISTRICT NO. 3 ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WATER OR WASTEWATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.

9. IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE SLAB ELEVATION SHOULD BE BUILT AT LEAST ONE-FOOT ABOVE THE SURROUNDING GROUND, AND THE GROUND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2" PER FOOT FOR A DISTANCE OF AT LEAST 10 FEET.

10. UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE: WATER: WILLIAMSON COUNTY WATER, SEWER, IRRIGATION AND DRAINAGE DISTRICT #3 GAS: ATMOS; AND ELECTRIC: TXU.

11. ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO THE CITY OF HUTTO UNIFIED DEVELOPMENT CODE, CONSTRUCTION STANDARDS AND GENERAL ACCEPTED ENGINEERING STANDARDS.

12. 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.

13. 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 48491CO675E, EFFECTIVE DATE SEPTÉMBER 26, 2008, FOR WILLIAMSON COUNTY, TEXAS.

14. THIS PLAT LIES WITHIN THE BOUNDARIES OF THE UPPER BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1A.

15. THIS PLAT LIES WITHIN THE BOUNDARIES OF THE WILLIAMSON COUNTY

WATER, SEWER, IRRIGATION AND DRAINAGE DISTRICT NO. 3. 16. THIS SUBDIVISION IS SUBJECT TO THE CONDITIONS, COVENANTS AND RESTRICTIONS AS RECORDED IN DOCUMENT NUMBER 2003012152, AMENDED BY DOCUMENT NO. 2006036948, BOTH OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

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.

18. ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.

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. NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A DEVELOPMENT PERMIT FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.

21. THE MAXIMUM IMPERVIOUS COVERAGE PER COMMERCIAL LOT IS 65%. 22. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

23. DRIVEWAY LOCATION SHOWN ON PLAT PER THE WILLIAMSON COUNTY DRIVEWAY/ACCESS APPLICATION FOR PERMIT - DATED 05/07/2019 FOR 36' WIDE DRIVEWAY. LOCATION PER TOM GROLL ENGINEERING FILE NO. 0768-001 DATED 05/01/2019.

FINAL PLAT OF STAR RANCH PARCEL 31 WILLIAMSON COUNTY, TEXAS

SCALE: 1"=100'

OTHERWISE)

= BLOCK NAME

= CHAIN-LINK FENCE

= BUILDING SETBACK LINE

= PUBLIC UTILITY EASEMENT

DRWC = DEED RECORDS OF WILLIAMSON COUNTY, TEXAS

PRWC = PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS

ORWC = OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS

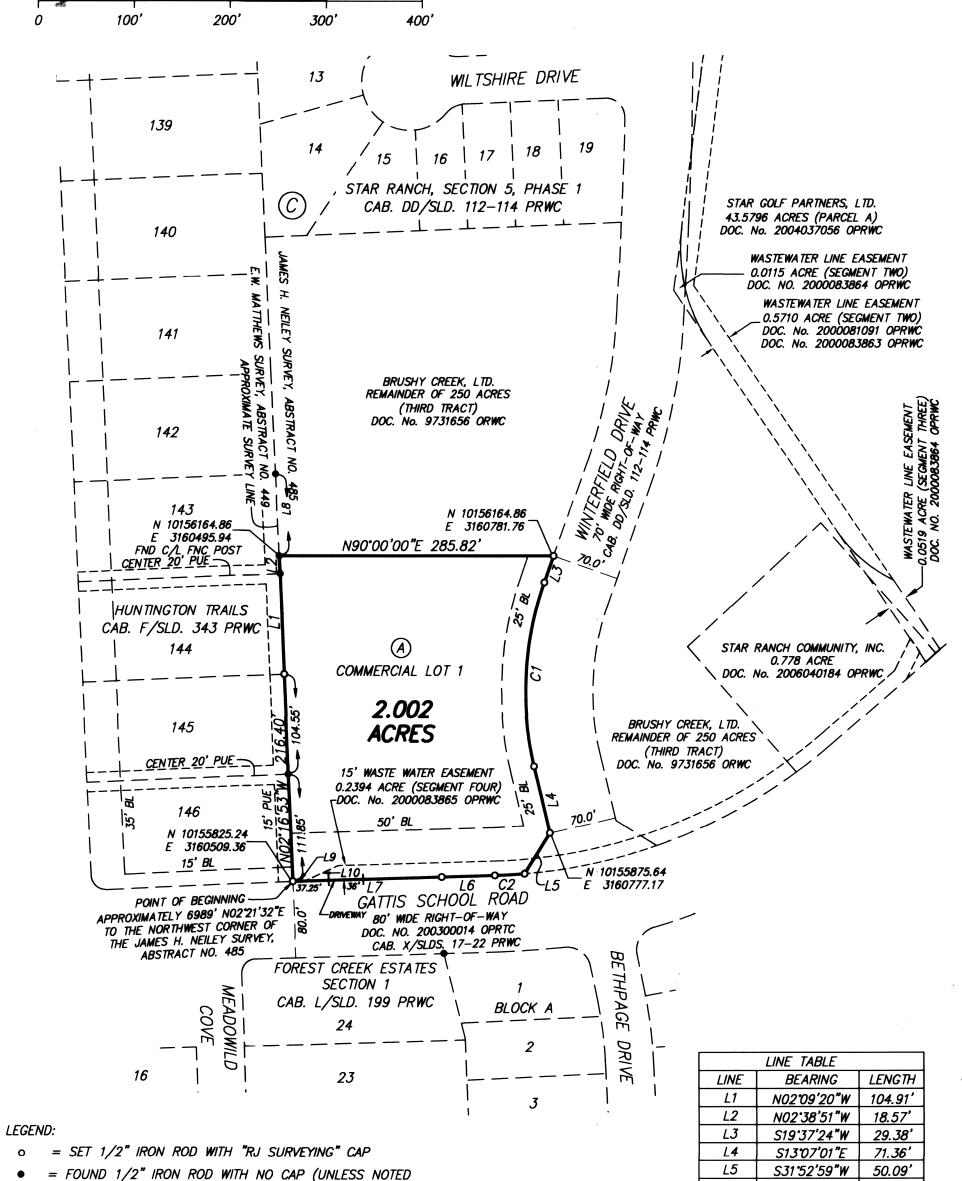
OPRWC = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

ALL BEARINGS ARE BASED ON THE PLAT OF STAR RANCH SECTION 5

OPRTC = OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

PHASE 1 RECORDED IN CABINET DD, SLIDES 112-114 PRWC.

C/L



LEGAL DESCRIPTION

THAT PART OF THE JAMES H. NEILEY SURVEY. ABSTRACT NO. 485, IN WILLIAMSON COUNTY. TEXAS. BEING A PART OF THE REMAINDER OF THAT 250 ACRE TRACT (THIRD TRACT) CONVEYED TO BRUSHY CREEK. LTD. BY DEED RECORDED IN DOCUMENT NO. 9731656 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (ORWC), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD SET ON THE NORTH RIGHT-OF-WAY LINE OF GATTIS SCHOOL ROAD (80' WIDE RIGHT-OF-WAY PER THE PLAT OF STAR RANCH SECTION 1 RECORDED IN DOCUMENT NO. 200300014 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (OPRTC), ALSO RECORDED IN CABINET X, SLIDES 17-22 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (PRWC)), BEING THE SOUTHEAST CORNER OF LOT 146 OF HUNTINGTON TRAILS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET F, SLIDE 343 PRWC, FROM WHICH THE NORTHWEST CORNER OF THE JAMES H. NEILEY SURVEY, ABSTRACT NO. 485 BEARS APPROXIMATELY NO2°21'32"E A DISTANCE OF 6989 FEET;

THENCE ALONG THE EAST LINE OF LOTS 146, 145, 144 AND 143 OF SAID HUNTINGTON TRAILS AND ACROSS SAID 250 ACRE TRACT, THE FOLLOWING THREE (3) COURSES:

NO2"16'53"W. PASSING AT A DISTANCE OF 111.85 FEET A 1/2" IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID LOT 146, CONTINUING FOR A TOTAL DISTANCE OF 216.40 FEET TO A 1/2" IRON ROD SET FOR THE NORTHEAST CORNER OF SAID LOT 145; 2. NO2°09'20"W A DISTANCE OF 104.91 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID LOT 144;

3. NO2'38'51"W A DISTANCE OF 18.57 FEET TO A FOUND CHAIN-LINK FENCE POST. FROM WHICH A 1/2" IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID LOT 143 BEARS NO2'38'51"W A DISTANCE OF 85.58 FEET;

THENCE ACROSS SAID 250 ACRE TRACT N90°00'00"E A DISTANCE OF 285.82 FEET TO A 1/2" IRON ROD SET ON THE WEST RIGHT-OF-WAY LINE OF WINTERFIELD DRIVE (70' WIDE RIGHT-OF-WAY PER THE PLAT OF STAR RANCH, SECTION 5, PHASE 1 RECORDED IN CABINET DD, SLIDES 112-114 PRWC;

THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF SAID WINTERFIELD DRIVE AND ACROSS SAID 250 ACRE TRACT, THE FOLLOWING FOUR (4) COURSES:

1. S19'37'24"W A DISTANCE OF 29.38 FEET TO A 1/2" IRON ROD SET FOR A POINT OF CURVATURE OF A TANGENT CURVE TO THE LEFT;

SOUTHERLY ALONG SAID CURVE, AN ARC LENGTH OF 195.00 FEET, HAVING A RADIUS OF 341.25 FEET, A CENTRAL ANGLE OF 32°44'26", AND A CHORD BEARING S03°15'12"W A DISTANCE OF 192.36 FEET TO A 1/2" IRON ROD SET;

S13'07'01"E A DISTANCE OF 71.36 FEET TO A 1/2" IRON ROD SET;

S31'52'59"W A DISTANCE OF 50.09 FEET TO A 1/2" IRON ROD SET ON THE NORTH RIGHT-OF-WAY LINE OF SAID GATTIS SCHOOL ROAD AT A POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT;

THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID GATTIS SCHOL ROAD AND ACROSS SAID 250 ACRE TRACT, THE FOLLOWING THREE (3) COURSES:

WESTERLY ALONG SAID CURVE, AN ARC LENGTH OF 31.07 FEET, HAVING A RADIUS OF 560.00 FEET, A CENTRAL ANGLE OF 0310'44", AND A CHORD BEARING S86'44'49"W A DISTANCE OF 31.07 FEET TO A 1/2" IRON ROD SET;

S88°20'12"W A DISTANCE OF 55.26 FEET TO A 1/2" IRON ROD SET:

S88°20'13"W A DISTANCE OF 155.17 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 2.002 ACRES, MORE OR LESS. ALL IRON RODS SET HAVE "RJ SURVEYING" CAPS.

ALL IRON RODS FOUND HAVE NO CAP (UNLESS NOTED OTHERWISE)

ALL BEARINGS ARE BASED ON PLAT OF STAR RANCH SECTION 5 PHASE 1 RECORDED IN CABINET DD, SLIDES 112-114 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

OWNER:

SURVEY: JAMES H. NEILEY SURVEY, ABSTRACT NO. 485

BRUSHY CREEK, LTD. 230 KLATTENHOFF LANE, SUITE 100 HUTTO, TEXAS 78634 TIMOTHY TIMMERMAN

DEVELOPER:

BRUSHY CREEK, LTD. 230 KLATTENHOFF LANE, SUITE 100 HUTTO. TEXAS 78634 TIMOTHY TIMMERMAN

F-97**84**

DATE: APRIL 18, 2019

RANDALL JONES & ASSOCIATES ENGINEERING, INC.

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

RJ SURVEYING & ASSOCIATES, INC.

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

L6

L7

L8

L9

L10

CURVE TABLE

DELTA

CURVE LENGTH RADIUS

C1 | 195.00' | 341.25' | 32°44'26"

31.07' | 560.00' | 0340'44" |

S88°20'12"W 55.26'

S88°20'13"W | 155.17'

N88°23'23"E 12.28'

N65°26'06"E 38.55'

CHORD BRNG. CHORD

S0375'12"W 192.36'

S86°44'49"W

NO2'38'51"W

SHEET 1 OF 2 SHEETS

F-10015400

	_
	BRUSH
	BY: _ T B 2 H
	STATE
	COUNT
	BEFOR APPEA NAME TO ME CONSI
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:	BY: _ N
	PRINT
2722-PLAT.dwg, 9/11/2019 11:28:15 AM	MY CO
2722-PLAT.dwg,	

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {
THE BRUSHY CREEK, LTD., SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 1731656 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE CITY OF HUTTO AND TO WILLIAMSON COUNTY THE STREETS, ALLEYS, RIGHTS—OF—WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF HUTTO AND WILLIAMSON COUNTY MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS "STAR RANCH PARCEL 31".
O CERTIFY WHICH, WITNESS BY MY HAND THIS 29 DAY OF, 20 20 .
BRUSHY CREEK, LTD., A TEXAS LIMITED PARTNERSHIP
BY: COMMERCE TEXAS PROPERTIES, INC., A TEXAS CORPORATION, GENERAL PARTNER OF BRUSHY CREEK, LTD. BY:
TIMOTHY TIMMERMAN, PRESIDENT
BRUSHY CRIEK, LTD. 230 KLATJENHOFF LANE, SUITE 100
HUTTO, TEXAS 78634
STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED TIMOTHY 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, IN THE CAPACITY THEREIN STATED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 29 DAY OF
BY: Casandia Jordan
NOTARY PUBLIC, STATE OF TEXAS
PRINTED NAME: Casandra brdan
CASANDRA JORDAN

STATE OF TEXAS {

JOHN D. KIPP

STATE OF TEXAS

RJ SURVEYING & ASSOCIATES

PHONE (512) 836-4793

FIRM NO. 10015400

My Notary ID # 125209932

Expires February 25, 2021

REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5844

2900 JAZZ STREET, ROUND ROCK, TX 78664

STATE OF TEXAS { KNOW ALL MEN BY THESE PRESENTS	THIS PLAT WAS APPROVED FOR RECORDING BY THE HUTTO CITY COUNCIL
COUNTY OF WILLIAMSON {	ON THE 20th DAY OF June, 2019.
I, ISRAEL RAMIREZ, REGISTERED 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.	DOUG GAUL, MAYOR DATE CITY SECRETARY DATE
ISRAEL RAMIREZ REGISTERED 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	THIS SUBDIVISION IS LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF HUTTO, THIS THE DAY OF, 20 ASHLEY LUMPIN, AICP, EXECUTIVE DIRECTOR DATE ORDERSTED 1919
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 GF NO. 1912065JM, EFFECTIVE DATE MARCH 22, 2019. THE FIELD NOTES SHOWN HEREON MATHEMATICALLY CLOSE.	ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 3 DAY OF JUNE 2020 WILLIAMSON COUNTY ADDRESSING COORDINATOR CINCLE BRIDGES
John D Kupp 09/11/2019	

IT IS THE RESPONSIBILITY OF THE OWNER, NOT WILLIAMSON 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. 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 OF OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY. STATE OF TEXAS KNOW ALL MEN BY THESE PRESENTS COUNTY OF WILLIAMSON I, BILL GRAVELL JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT. WITH FIELD NOTES HEREON. FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS. BILL GRAVELL JR., COUNTY JUDGE DATE WILLIAMSON COUNTY, TEXAS STATE OF TEXAS § KNOWN ALL MEN BY THESE PRESENTS: COUNTY OF WILLIAMSON § I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATION OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE ____, DAY OF _____, 20___, A.D., AT _____ O'CLOCK ____.M. AND DULY RECORDED THIS _____ DAY OF _____, 20____, A.D., AT _____ O'CLOCK ____.M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, IN DOCUMENT NO._ TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN. NANCY E. RISTER, CLERK COUNTY COURT OF WILLIAMSON COUNTY, TEXAS DEPUTY

FINAL PLAT OF

STAR RANCH PARCEL 31

WILLIAMSON COUNTY, TEXAS

DATE: APRIL 18, 2019

RANDALL JONES & ASSOCIATES ENGINEERING, INC.

2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664 (512) 836-4793 FAX: (512) 836-4817 F-97**84**

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

Meeting Date: 06/16/2020

Preliminary plat for the Hutto 130 Subdivision – Pct 4

Submitted For: Terron Evertson Submitted By: Adam

Boatright, Infrastructure

43.

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 Hutto 130 Subdivision – Precinct 4.

Background

This proposed subdivision consists of 1 lot and no new public roads.

Timeline

2019-10-09 - initial submittal of preliminary plat

2019-11-05 – 1st review complete with comments

2019-11-19 – 2nd submittal of preliminary plat

2020-11-25 – 2nd review complete with comments

2019-12-26 - 3rd submittal of preliminary plat

2020-01-10 – 3rd review complete with comments

2020-01-16 – 4th submittal of preliminary plat

2020-01-23 – 4th review complete with comments

2020-04-20 – 5th submittal of preliminary plat

2020-04-23 – 5th review complete with comments

2020-05-19 - 6th submittal of preliminary plat

2020-05-20 - 6th review complete with comments clear

2020-06-02 - receipt of City of Pflugerville approval

2020-06-11 – preliminary plat placed on June 16, 2020 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

preliminary plat - Hutto 130

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 06/11/2020 11:37 AM

Form Started By: Adam Boatright Started On: 06/02/2020 10:49 AM

Final Approval Date: 06/11/2020

- PROVIDED CITY OF PFLUGERVILLE. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO WATER AND WASTEWATER FACILITIES.
- 3. A 10-FT PUBLIC UTILITY EASEMENT (P.U.E.) SHALL BE DEDICATED ALONG ALL STREET FRONTAGE(S).
- 4. EASEMENT(S) DEDICATED TO THE PUBLIC BY THIS PLAN SHALL ALSO BE SUBJECT TO THE TERMS AND CONDITIONS OF THE ENGINEERING DESIGN MANUAL, AS AMENDED. THE GRANTOR [PROPERTY OWNER(S)], HEIRS, SUCCESSORS AND ASSIGNS SHALL RETAIN THE OBLIGATION TO MAINTAIN THE SURFACE OF THE EASEMENT PROPERTY, INCLUDING THE OBLIGATION TO REGULARLY MOW OR CUT BACK VEGETATION AND TO KEEP THE SURFACE OF THE EASEMENT PROPERTY FREE OF LITER DEBRIS, AND TRASH
- NO IMPROVEMENTS INCLUDING BUT NOT LIMITED TO STRUCTURES, FENCES, OR LANDSCAPING SHALL BE ALLOWED IN A PUBLIC EASEMENT, EXCEPT AS APPROVED BY THE CITY
- THE PROPERTY OWNERS SHALL PROVIDE ACCESS TO DRAINAGE AND UTILITY EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS FOR THE PLACEMENT, CONSTRUCTION, INSTALLATION, REPLACEMENT, REPAIR, MAINTENANCE, RELOCATION, REMOVAL, OPERATION AND INSPECTION OF SUCH DRAINAGE AND UTILITY FACILITIES, AND RELATED APPURTENANCES.
- 7. A SIX (6) FOOT SIDEWALK SHALL BE PROVIDED ON BOTH SIDES OF THE STREET
- 8. THIS SUBDIVISION IS SUBJECT TO ALL CITY OF PFLUGERVILLE ORDINANCES OR TECHNICAL MANUALS RELATED TO TREE PRESERVATION PER CITY ORDINANCE # 1203-15-02-24 AND CITY RESOLUTION # 1224-09-08-25-8A
- 9. THE COMMUNITY IMPACT FEE RATE FOR WATER AND WASTEWATER WILL BE ASSESSED AT THE TIME OF FINAL PLAT
- 10. ON-SITE STORM WATER FACILITIES SHALL BE PROVIDED TO MITIGATE POST-DEVELOPMENT PEAK RUNOFF RATES FOR THE 2 YEAR, 25 YEAR, AND 100 YEAR STORM EVENTS
- 11. ALL ELECTRIC UTILITY STRUCTURE INCLUDING BUT NOT LIMITED TO TELEPHONE, CABLE VISION ELECTRIC UTILITY LATERAL AND SERVICE LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF PFLUGERVILLE ENGINEERING DESIGN MANUAL
- 12. THE OWNER OF THIS SUBDIVISION, AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF PFLUGERVILLE.
- 13. CONSTRUCTION PLANS AND SPECIFICATIONS FOR ALL SUBDIVISION IMPROVEMENTS SHALL BE REVIEWED AND APPROVED BY THE CITY OF PFLUGERVILLE PRIOR TO ANY CONSTRUCTION WITHIN THE SUBDIVISION.
- 14. SITE DEVELOPMENT CONSTRUCTION PLANS SHALL BE REVIEWED AND APPROVED BY THE CITY OF PFLUGERVILLE PRIOR TO ANY CONSTRUCTION.
- 15. NO PORTION OF THIS TRACT IS WITHIN A FLOOD PLAIN HAZARD AREA AS SHOWN ON THE FEMA FLOOD INSURANCE RATE MAP PANEL # 48491C0515E FOR WILLIAMSON COUNTY, EFFECTIVE SEPTEMBER 26, 2008.
- 16. ALL PROPOSED FENCES AND WALLS ADJACENT TO INTERSECTING PUBLIC ROADWAY RIGHT-OF-WAY OR ADJACENT TO PRIVATE ACCESS DRIVES SHALL BE IN COMPLIANCE WITH THE SIGHT DISTANCE REQUIREMENTS OF THE CITY OF PFLUGERVILLE ENGINEERING DESIGN MANUAL, AS AMENDED.
- 17. WASTEWATER & WATER SYSTEMS SHALL CONFORM TO TCEQ (TEXAS COMMISSION ON ENVIRONMENTAL QUALITY) AND STATE BOARD INSURANCE REQUIREMENTS. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR RE-PLATTING MAY BE REQUIRED AT THE OWNER'S SOLE EXPENSE IF PLANS TO DEVELOP THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS

PROJECT DATA

DESCRIPTION:

5.925 ACRE TRACT OF LAND LOCATED IN THE N.D. WALLING SURVEY NO. 233, WILLIAMSON COUNTY, TEXAS.

BENCHMARKS:

CAPPED 1/2" IRON ROD WITH PLASTIC CAP, STAMPED "4863" SET IN CONCRETE ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 130, LOCATED BETWEEN THE WESTERLY EDGE OF PAVEMENT OF THE NORTHBOUND ACCESS ROAD OF SAID HIGHWAY 130 AND THE EASTERLY EDGE OF PAVEMENT OF THE NORTHBOUND LANES OF SAID HIGHWAY 130, (± 95' NORTHWEST OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID HIGHWAY 130 AND ± 210' SOUTHWEST OF THE NORTHWESTERLY CORNER OF THE

GRID COORDINATES:: NORTHING: 10157631.0600'; EASTING: 3164061.3060'; ELEVATION: 724.26'

MAG NAIL SET WITH ORANGE PLASTIC WASHER IN THE APPROXIMATE CENTER-LINE ASPHALT OF COUNTY ROAD 138, (± 50' SOUTH OF AND PARALLEL WITH THE SOUTHEASTERLY CORNER/EASTERLY PROPERTY LINE OF THE SUBJECT TRACT AND ± 131' WEST OF APPROXIMATE CENTER-LINE OF LITTLE LAKE ROAD).

GRID COORDINATES:: NORTHING: 10156498.9820'; EASTING: 3165198.7700'; ELEVATION: 732.34'

FLOODPLAIN:

THIS SITE IS LOCATED IN ZONE X, OTHER AREAS, DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN PER NFIP FLOOD INSURANCE RATE MAP NO. 48491C0515EM DATED 09/26/08.

NO.

EDWARDS AQUIFER:

NO PORTION OF THIS SITE LIES WITHIN THE EDWARDS AQUIFER CONTRIBUTING OR RECHARGE ZONES..

TYPE	BLOCKS	LOT NUMBERS	AREA (AC.)	WIDTH (FT.)	DEPTH (FT.)
NON-RESIDENTIAL	A	1	5.925	565	221
	TOTAL: 1 BLOCK	TOTAL: 1 LOT	TOTAL: 5.925	-	-

1. NO PHASING PROPOSED

20 20

- 2. NO RESIDENTIAL LOTS PROPOSED.
- 4. NO PARKLAND LOTS, OPEN SPACE LOTS, PRIVATE LOTS, OR DETENTION LOTS PROPOSED. 5. DETENTION WILL BE DESIGNED AT SITE DEVELOPMENT AND CONTAINED WITHIN THE
- NON-RESIDENTIAL LOTS IN DRAINAGE EASEMENT(S) AS APPROPRIATE.
- 6. THERE ARE NO STUDIES ASSOCIATED WITH THIS PROJECT.
- 7. NO WAIVERS OR VARIANCES ARE PROPOSED.

HUTTO 130 SUBDIVISION PRELIMINARY PLAN (PRELIMINARY ONLY - NOT FOR RECORDATION)

Sheet List Table					
Sheet Number	Sheet Title				
1	COVER				
2	PRELIMINARY PLAN				
3	EXISTING CONDITIONS				
4	UTILITY PLAN				
5	EXISTING DRAINAGE AREA MAP				



LOCATION MAP

TAX PARCEL ID NUMBERS: R021025, R347309, R090186, R568963

SUBMITTAL DATE: 10/07/2019

DATE

REVISIONS

OWNER INFORMATION

CSW DEVELOPMENT 1703 WEST 5TH STREET, SUITE 850 **AUSTIN, TX 78703** (512) 861-3550

CONTACT: KEVIN HUNTER

DESCRIPTION

ENGINEER INFORMATION

TDI ENGINEERING, LLC. 5609 OLD FREDERICKSBURG RD SUITE 300 AUSTIN, TX 78749 (512) 301-3389 CONTACT: JEFFREY B. SHINDLER, P.E.

CITY OF

PFLUGERVILLE

APPROVAL

SURVEYOR INFORMATION

EAGLE EYE CONSTRUCTION LAYOUT 1807 S. US HIGHWAY 183 LEANDER, TX 78641 (512) 464-4468 CONTACT: CHARLES M. BENSON, R.P.L.S.

WILLIAMSON

COUNTY

APPROVAL

DATE

UTILITIES PROVIDED BY:

WASTEWATER - CITY OF PFLUGERVILLE WATER - MANVILLE W.S.C. GAD - ATMOS GAS ELECTRIC - ONCOR ELECTRIC

MANVILLE WSC

APPROVAL

DATE

- 1. NO STRUCTURE OR LAND SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE OR FLOODPLAIN DEVELOPMENT PERMIT FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.
- 2. EXCEPT WHERE REQUIRED BY ADA CRITERIA, THE MINIMUM FLOOR ELEVATION FOR ALL STRUCTURES SHALL BE
- 3. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS. (WCSR 8.6)
- 4. DRIVEWAY ACCESS FROM CR 138 TO THE LOT IS SUBJECT TO THE TERMS, REQUIREMENTS AND OBLIGATIONS

OTHER NOTES

- 1. ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN REVIEWING THESE PLANS, THE CITY OF PFLUGERVILLE MUST RELY ON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.
- 2. THE APPLICATION SHALL BE SUBMITTED TO THE APPROPRIATE EMERGENCY SERVICES DISTRICT (ESD) FOR REVIEW AND COMMENTS.
- 3. PLAT RECORDATION FOR THESE LOTS CANNOT OCCUR UNTIL EITHER THIS OFF-SITE PUBLIC INFRASTRUCTURE IS CONSTRUCTED AND ACCEPTED BY THE CITY, OR A FISCAL BOND IS PROVIDED IN THE AMOUNT OF 110 PERCENT THE COST OF THE PUBLIC IMPROVEMENTS.

STATE OF TEXAS COUNTY OF TRAVIS §

I, JEFFREY B. SHINDLER, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING AND CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT AND COMPLIES WITH THE ENGINEERING RELATED PORTIONS OF THE PFLUGERVILLE CODE AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

ENGINEERING BY: TDI ENGINEERING, LLC

CZ PAMPI JEFFREY B SHINDLER, P.E. NO. 91160

TDI ENGINEERING, LLC 5906 OLD FREDERICKSBURG RD,. STE. 300 **AUSTIN, TX 78749** (512) 301-3389

STATE OF TEXAS COUNTY OF TRAVIS §

SURVEYOR'S CERTIFICATION KNOW ALL MEN BY THESE PRESENTS:

I, CHARLES M. BENSON, RPLS DO HEREBY CERTIFY THAT I PREPARED THIS PLAN FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND, AND THAT THE CORNER MONUMENTS SHOWN THEREON MARKING THE BOUNDARY OF THE PROPOSED SUBDIVISION, BUT NOT INTERIOR LOT LINES, WERE PROPERTY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH ALL PFLUGERVILLE, TEXAS CODES AND ORDINANCES AND THAT ALL KNOWN EASEMENTS WITHIN THE BOUNDARY OF THE PLAT ARE SHOWN HEREON.

SURVEYING BY: EAGLE EYE CONSTRUCTION LAYOUT, LLC

May 15, 2020

CHARLES M. BENSON, RPLS, STATE OF TEXAS NO. 4863 EAGLE EYE CONSTRUCTION LAYOUT, LLC

1807 S. US HWY 183 LEANDER, TX 78641 (512) 528-5308



DATE

SUBDIVISIO

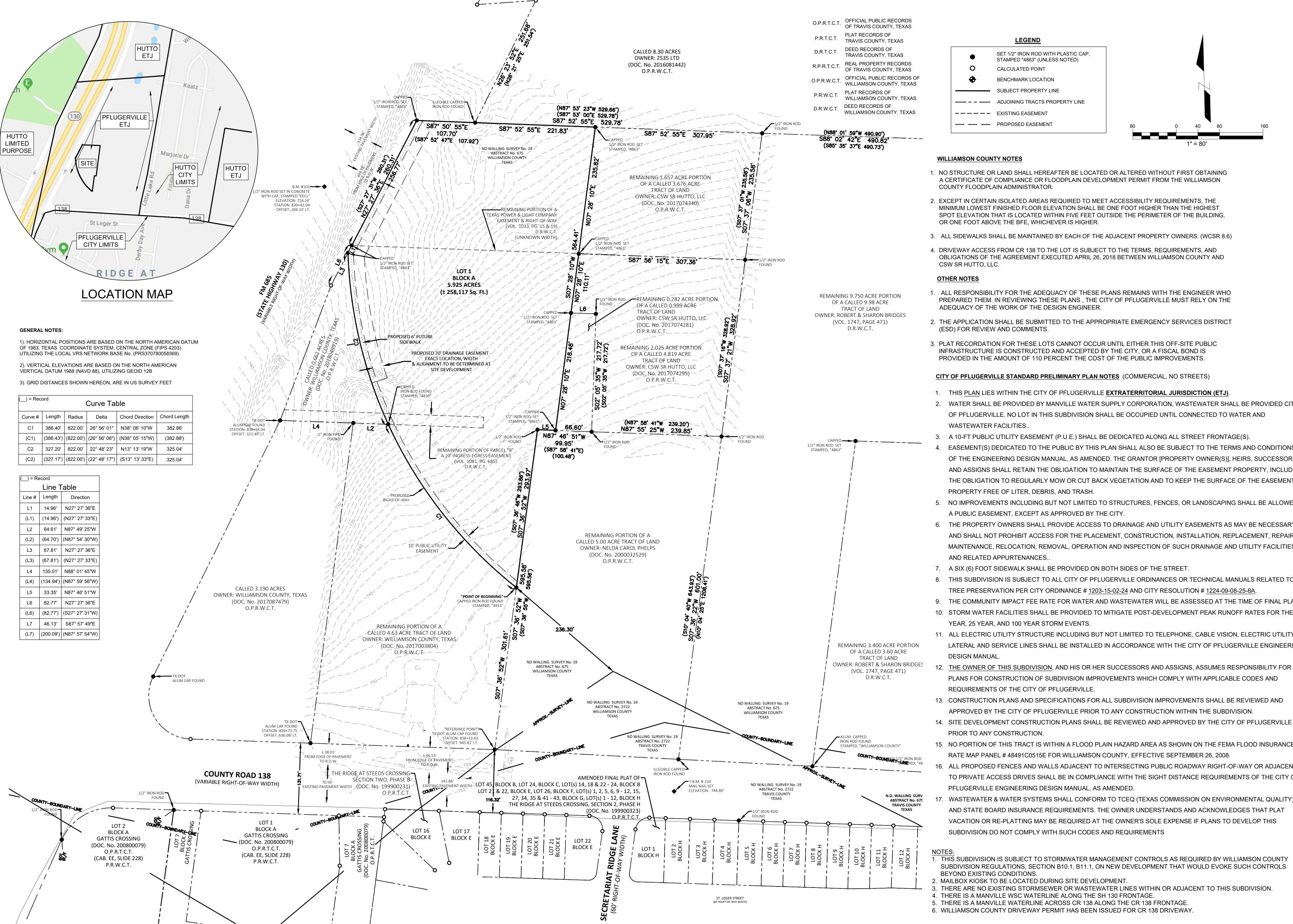
JEFFREY B. SHINDLER FIRM REG. # F-8601

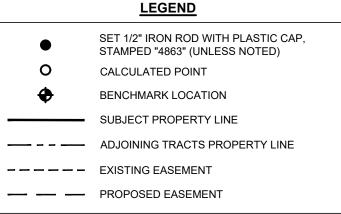
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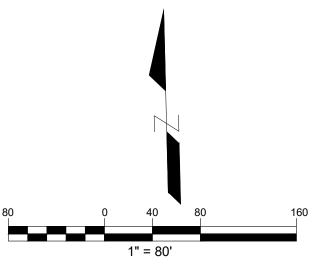
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WILLIAMSON COUNTY NOTES

- 1. NO STRUCTURE OR LAND SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE OR FLOODPLAIN DEVELOPMENT PERMIT FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.
- 2. 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.
- 3. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS. (WCSR 8.6)
- 4. DRIVEWAY ACCESS FROM CR 138 TO THE LOT IS SUBJECT TO THE TERMS, REQUIREMENTS, AND OBLIGATIONS OF THE AGREEMENT EXECUTED APRIL 26, 2018 BETWEEN WILLIAMSON COUNTY AND CSW SR HUTTO, LLC.

- 1. ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN REVIEWING THESE PLANS, THE CITY OF PFLUGERVILLE MUST RELY ON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.
- 2. THE APPLICATION SHALL BE SUBMITTED TO THE APPROPRIATE EMERGENCY SERVICES DISTRICT (ESD) FOR REVIEW AND COMMENTS.
- 3. PLAT RECORDATION FOR THESE LOTS CANNOT OCCUR UNTIL EITHER THIS OFF-SITE PUBLIC INFRASTRUCTURE IS CONSTRUCTED AND ACCEPTED BY THE CITY, OR A FISCAL BOND IS PROVIDED IN THE AMOUNT OF 110 PERCENT THE COST OF THE PUBLIC IMPROVEMENTS.

<u>CITY OF PFLUGERVILLE STANDARD PRELIMINARY PLAN NOTES</u> (COMMERCIAL, NO STREETS)

- 1. THIS <u>PLAN</u> LIES WITHIN THE CITY OF PFLUGERVILLE <u>EXTRATERRITORIAL JURISDICTION (ETJ)</u>.
- 2. WATER SHALL BE PROVIDED BY MANVILLE WATER SUPPLY CORPORATION, WASTEWATER SHALL BE PROVIDED CITY OF PFLUGERVILLE. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO WATER AND WASTEWATER FACILITIES..
- 3. A 10-FT PUBLIC UTILITY EASEMENT (P.U.E.) SHALL BE DEDICATED ALONG ALL STREET FRONTAGE(S).
- 4. EASEMENT(S) DEDICATED TO THE PUBLIC BY THIS PLAN SHALL ALSO BE SUBJECT TO THE TERMS AND CONDITIONS OF THE ENGINEERING DESIGN MANUAL, AS AMENDED. THE GRANTOR [PROPERTY OWNER(S)], HEIRS, SUCCESSORS AND ASSIGNS SHALL RETAIN THE OBLIGATION TO MAINTAIN THE SURFACE OF THE EASEMENT PROPERTY, INCLUDING THE OBLIGATION TO REGULARLY MOW OR CUT BACK VEGETATION AND TO KEEP THE SURFACE OF THE EASEMENT PROPERTY FREE OF LITER, DEBRIS, AND TRASH.
- 5. NO IMPROVEMENTS INCLUDING BUT NOT LIMITED TO STRUCTURES, FENCES, OR LANDSCAPING SHALL BE ALLOWED IN A PUBLIC EASEMENT, EXCEPT AS APPROVED BY THE CITY.
- 6. THE PROPERTY OWNERS SHALL PROVIDE ACCESS TO DRAINAGE AND UTILITY EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS FOR THE PLACEMENT, CONSTRUCTION, INSTALLATION, REPLACEMENT, REPAIR, MAINTENANCE, RELOCATION, REMOVAL, OPERATION AND INSPECTION OF SUCH DRAINAGE AND UTILITY FACILITIES, AND RELATED APPURTENANCES..
- 7. A SIX (6) FOOT SIDEWALK SHALL BE PROVIDED ON BOTH SIDES OF THE STREET.
- 8. THIS SUBDIVISION IS SUBJECT TO ALL CITY OF PFLUGERVILLE ORDINANCES OR TECHNICAL MANUALS RELATED TO TREE PRESERVATION PER CITY ORDINANCE # 1203-15-02-24 AND CITY RESOLUTION # 1224-09-08-25-8A.
- 9. THE COMMUNITY IMPACT FEE RATE FOR WATER AND WASTEWATER WILL BE ASSESSED AT THE TIME OF FINAL PLAT.
- 10. STORM WATER FACILITIES SHALL BE PROVIDED TO MITIGATE POST-DEVELOPMENT PEAK RUNOFF RATES FOR THE 2 YEAR, 25 YEAR, AND 100 YEAR STORM EVENTS.
- 11. ALL ELECTRIC UTILITY STRUCTURE INCLUDING BUT NOT LIMITED TO TELEPHONE, CABLE VISION, ELECTRIC UTILITY LATERAL AND SERVICE LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF PFLUGERVILLE ENGINEERING
- 12. THE OWNER OF THIS SUBDIVISION, AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND
- REQUIREMENTS OF THE CITY OF PFLUGERVILLE. 13. CONSTRUCTION PLANS AND SPECIFICATIONS FOR ALL SUBDIVISION IMPROVEMENTS SHALL BE REVIEWED AND
- PRIOR TO ANY CONSTRUCTION.
- 15. NO PORTION OF THIS TRACT IS WITHIN A FLOOD PLAIN HAZARD AREA AS SHOWN ON THE FEMA FLOOD INSURANCE RATE MAP PANEL # 48491C0515E FOR WILLIAMSON COUNTY, EFFECTIVE SEPTEMBER 26, 2008.
- 16. ALL PROPOSED FENCES AND WALLS ADJACENT TO INTERSECTING PUBLIC ROADWAY RIGHT-OF-WAY OR ADJACENT TO PRIVATE ACCESS DRIVES SHALL BE IN COMPLIANCE WITH THE SIGHT DISTANCE REQUIREMENTS OF THE CITY OF PFLUGERVILLE ENGINEERING DESIGN MANUAL, AS AMENDED.
- WASTEWATER & WATER SYSTEMS SHALL CONFORM TO TCEQ (TEXAS COMMISSION ON ENVIRONMENTAL QUALITY) AND STATE BOARD INSURANCE REQUIREMENTS. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR RE-PLATTING MAY BE REQUIRED AT THE OWNER'S SOLE EXPENSE IF PLANS TO DEVELOP THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS
- THIS SUBDIVISION IS SUBJECT TO STORMWATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B10.1, B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS **BEYOND EXISTING CONDITIONS**
- 2. MAILBOX KIOSK TO BE LOCATED DURING SITE DEVELOPMENT
- THERE ARE NO EXISTING STORMSEWER OR WASTEWATER LINES WITHIN OR ADJACENT TO THIS SUBDIVISION.
- THERE IS A MANVILLE WSC WATERLINE ALONG THE SH 130 FRONTAGE. 5. THERE IS A MANVILLE WATERLINE ACROSS CR 138 ALONG THE CR 138 FRONTAGE.
- 6. WILLIAMSON COUNTY DRIVEWAY PERMIT HAS BEEN ISSUED FOR CR 138 DRIVEWAY.

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DIVISION

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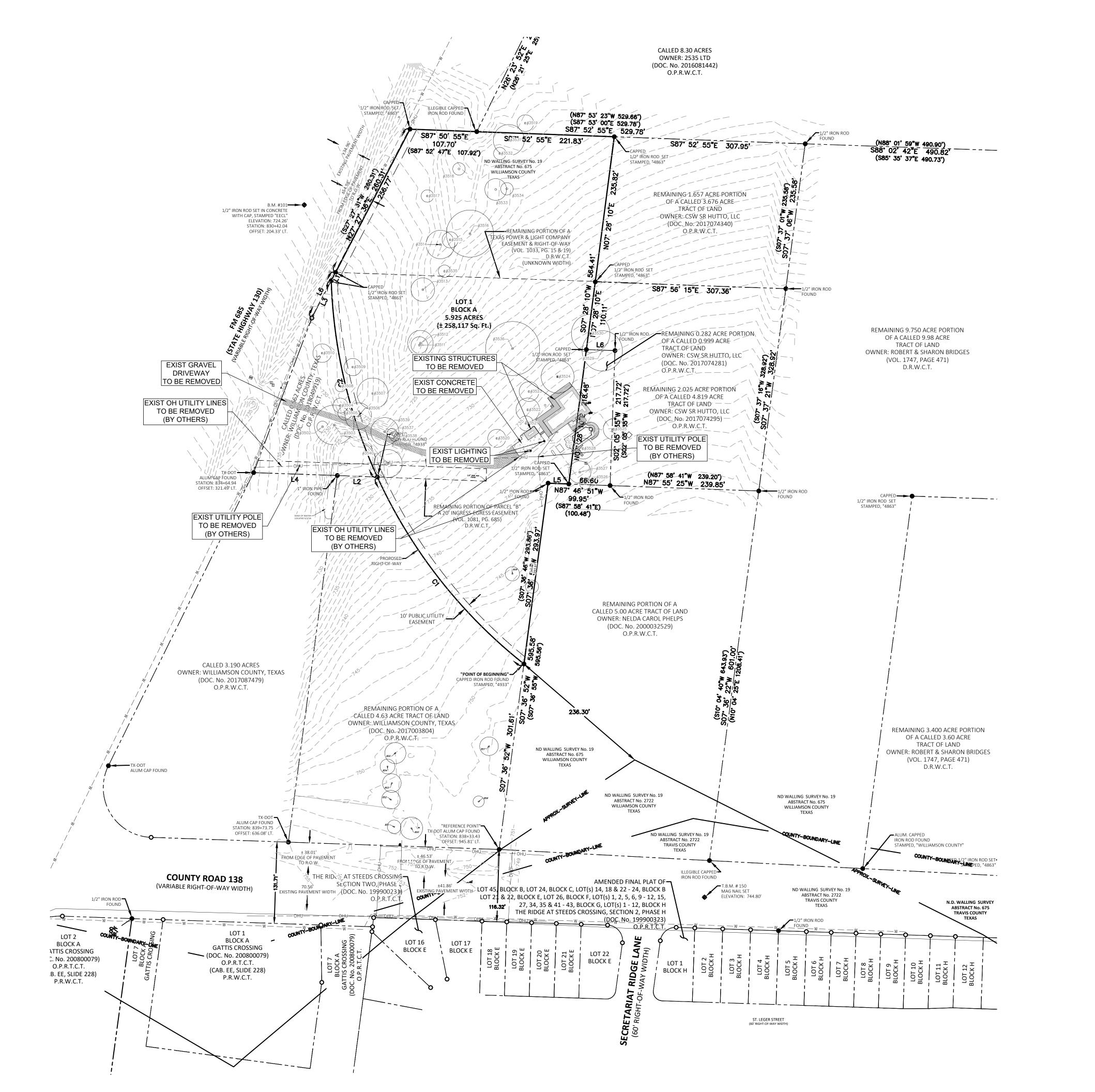
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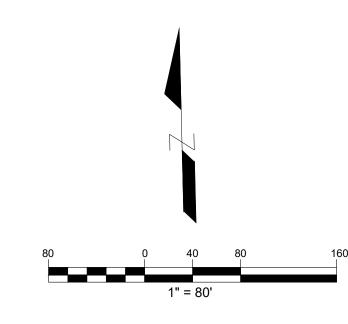
JEFFREY B. SHINDLER <u>5</u> 91160

FIRM REG. # F-8601

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<u>LEGEND</u>

SET 1/2" IRON ROD WITH PLASTIC CAP, STAMPED "4863" (UNLESS NOTED) CALCULATED POINT BENCHMARK LOCATION

SUBJECT PROPERTY LINE — – – ADJOINING TRACTS PROPERTY LINE ---- EXISTING EASEMENT



TREE LIST

Point #	Species	Diameter
3502	HACKBERRY	9"
3503	HACKBERRY	32"
3504	HACKBERRY	12"
3505	LIVE OAK	9", 4"
3506	AMERICAN ELM	16", 11"
3507	HACKBERRY	25"
3508	HACKBERRY	9"
3509	HACKBERRY	8", 8", 4"
3510	MESQUITE	8", 8", 6"
3511	HACKBERRY	10", 7"
3512	HACKBERRY	18", 5"
3513	HACKBERRY	13", 12"
3514	ASH	23"
3515	HACKBERRY	13"
3516	HACKBERRY	15", 14", 12", 10", 10"
3517	HACKBERRY	10"
3518	HACKBERRY	10"
3519	CEDAR ELM	10", 7"
3520	MESQUITE	10", 9"
3521	MIMOSA	12"
3522	ASH	19"
3523	TALLOW	9", 7", 7"
3524	RED OAK	18", 17"
3525	HACKBERRY	12", 10"
3526	HACKBERRY	9"
3527	HACKBERRY	18"
3528	ASH	12", 10"
3529	HACKBERRY	18", 10", 10", 5", 4"
3530	MESQUITE	17", 14", 8", 6"
3531	HACKBERRY	14", 13", 9"
3532	HACKBERRY	10"
3533	HACKBERRY	13", 9"
3534	CEDAR ELM	10"
3535	HACKBERRY	10"
3536	CEDAR	15", 14", 10", 10", 9", 8", 6"
3537	HACKBERRY	8"
3538	HACKBERRY	8"
3539	HACKBERRY	17", 11"
3540	HACKBERRY	17", 11"

DESIGN

ENGINEERING

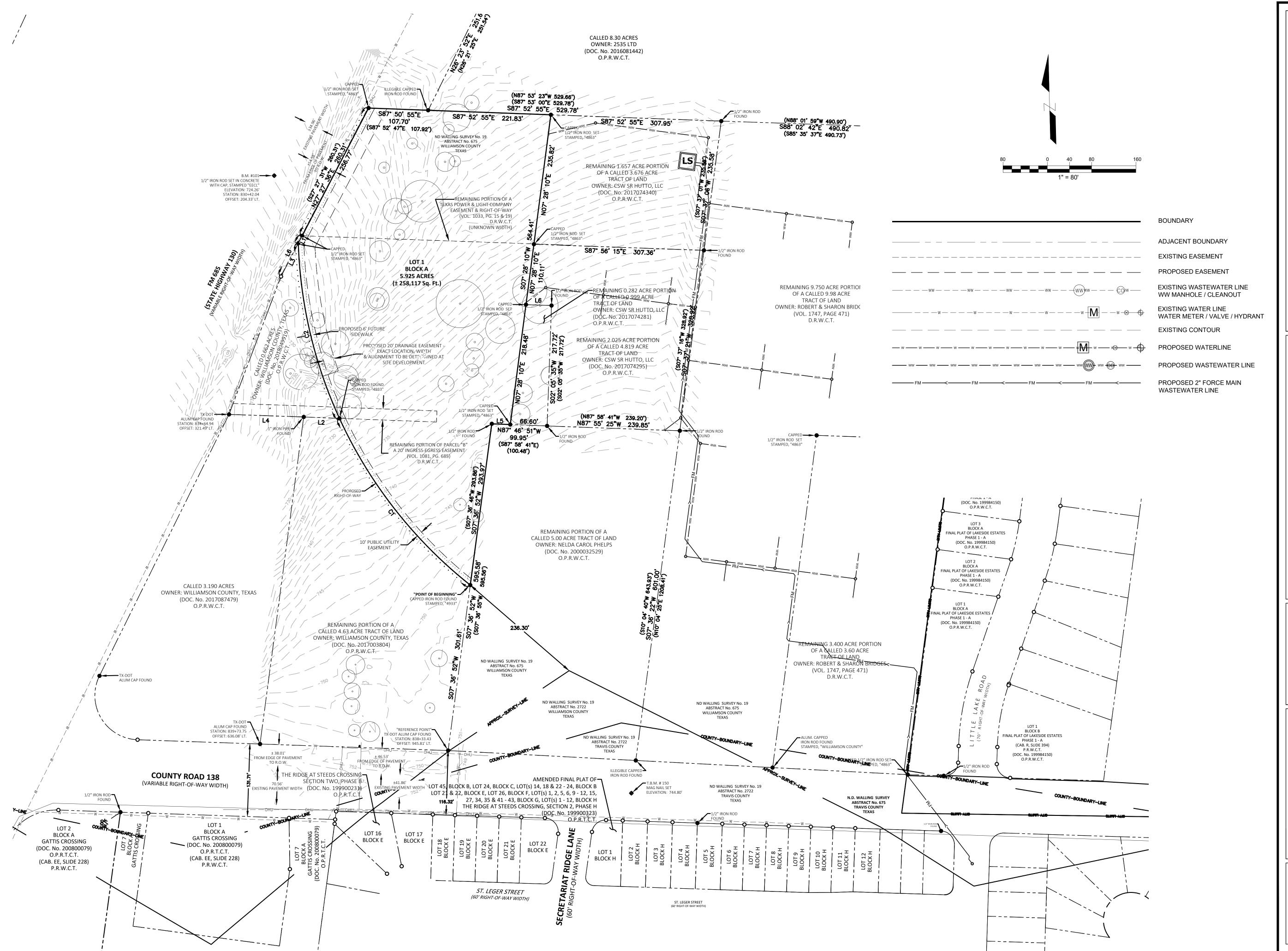
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CSW DEVELOPMENT

FIRM REG. # F-8601

XISTING CONDITION AND TREE EXHIBIT

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DESIGN

ENGINEERING

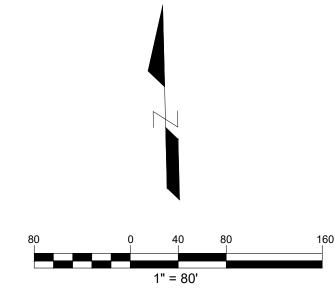
SUBDIVISION CR 138 & SH 130 130 呈

DEVELOPMENT

JEFFREY B. SHINDLER FIRM REG. # F-8601

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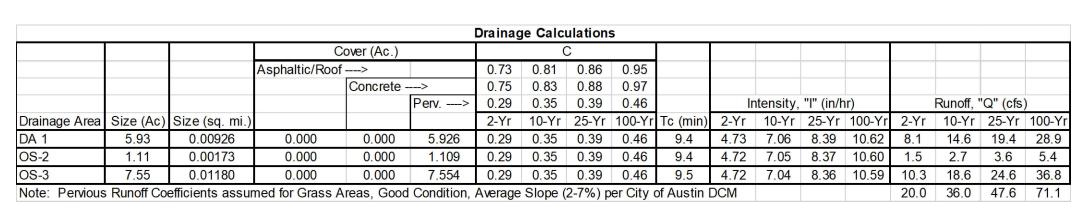


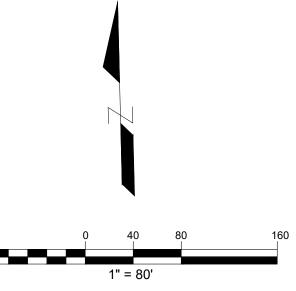


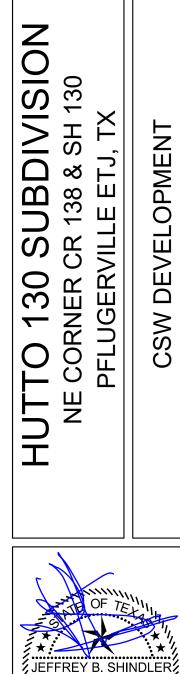
LEGEND BOUNDARY ADJACENT BOUNDARY **BUILDING LINE EASEMENT EXISTING CONTOURS** EXISTING DRAINAGE AREA EXISTING DRAINAGE AREA LABEL -> Tc FLOW PATH

FLOW DIRECTION

Time of Co	oncentrati	on													
DRAINAGE -	SHEET FLOW					W CONCEI DW (UNPA)			(OPEN CHAI	NNEL FLOV	1		TOTAL CONCEN	TIME OF TRATION
AREA	n	L (ft)	s (ft/ft)	Tt1 (Min) .42(nL)^.8/(P 2^.5 * s^.4)	L (ft)	s (ft/ft)	Tt2 (Min) L/(60(16.1 345)(s)^.5)	L (ft)	s (ft/ft)	n	R	V (ft/sec) (1.49/n)R^(2/3)s^.5	Tt3 (Min) L/V	Tc (Min.) Calculated	Tc (Min. Effective
DA 1	0.150	100	0.040	7.16	360	0.067	1.44	480	0.035	0.046	2.222	10.32	0.78	9.4	9.4
OS-2	0.150	100	0.025	8.64	175	0.053	0.79					1.00	0.00	9.4	9.4
OS-3	0.150	100	0.030	8.04	205	0.078	0.76	490	0.050	0.046	2.222	12.33	0.66	9.5	9.5







DESIGN

THINK

ENGINEERING

FIRM REG. # F-8601

EXISTING DRAINAGE AREA MAP

SHEET

Meeting Date: 06/16/2020

Final plat for the Santa Rita Ranch South Section 10A subdivision – Pct 2

Submitted For: Terron Evertson Submitted By: Adam

Boatright, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Ranch South Section 10A subdivision – Precinct 2

Background

This is the next section of the Santa Rita Ranch South development. It consists of 42 single family lots and 1,547 linear feet of new public roads. Roadway and drainage construction are not yet complete but a financial security in the amount of \$868,230.35? has been posted with the County to cover the cost of the remaining construction.

Timeline

2019-08-13 - initial submittal of final plat

2019-09-12 – 1st review complete with comments

2020-03-26 – 2nd submittal of final plat

2020-04-09 – 2nd review complete with all comments cleared except for completing construction

2020-05-06 – receipt of financial security for the amount of the remaining construction

2020-06-10 - receipt of final plat with all signatures

2020-06-11 - final plat placed on the June 16, 2020 Commissioners Court agenda for

consideration

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

final plat - Santa Rita Ranch South Sec 10A

Form Review

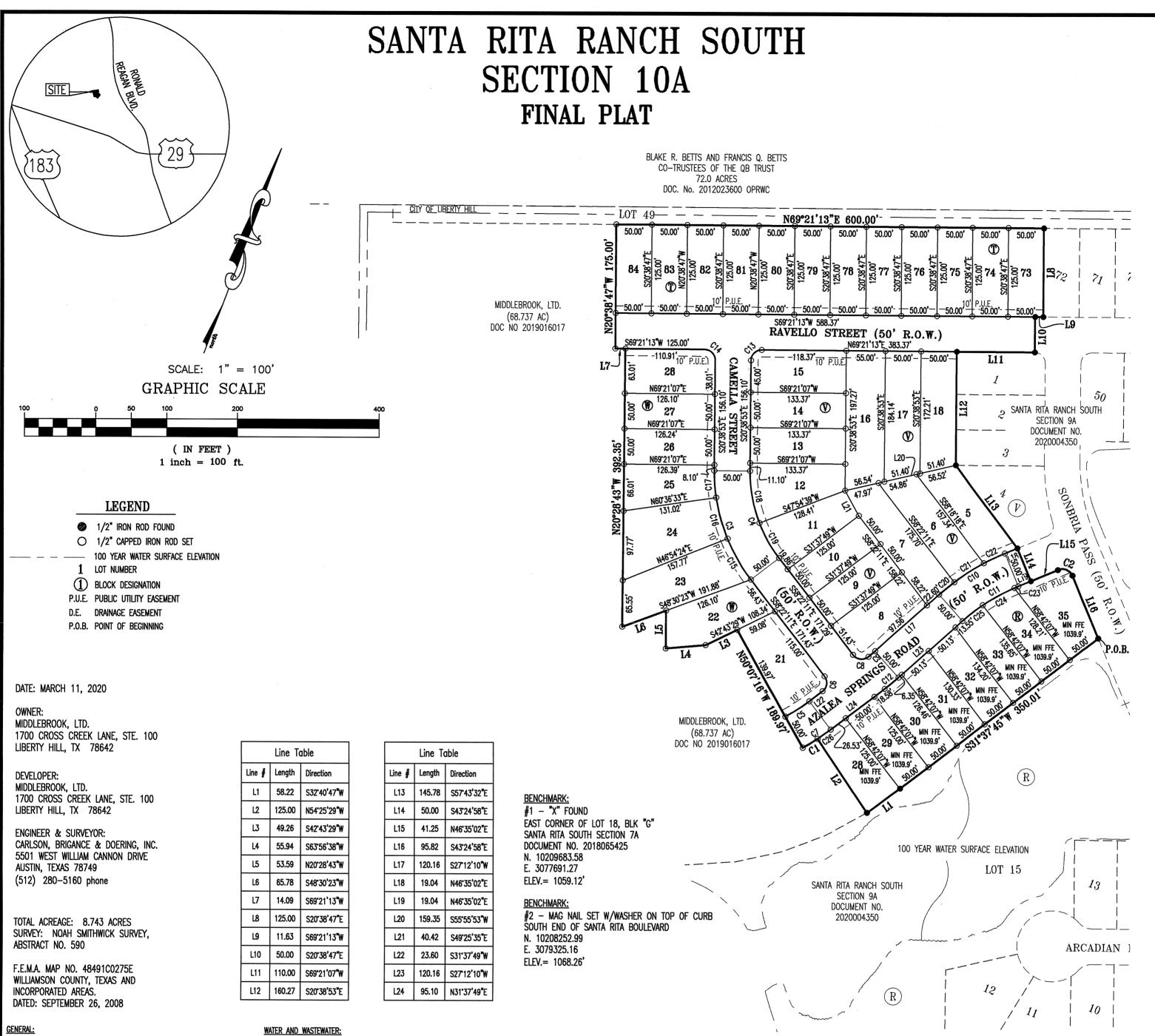
Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 06/11/2020 11:51 AM

Form Started By: Adam Boatright Started On: 06/10/2020 06:24 PM

Final Approval Date: 06/11/2020

44.



- (4203), NAD83.
- 2. THIS SUBDIVISION LIES WITHIN THE CITY OF LIBERTY HILL 2. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN EXTRA-TERRITORIAL JURISDICTION.
- COMPLIANCE WITH PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS, AND REGULATIONS RELATING TO 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 ROADWAY AND RIGHT-OF-WAY: THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIMISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE

DRAINAGE AND FLOODPLAIN:

- 1. 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.
- 2. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN
- 3. THE MINIMUM FINISHED FLOOR ELEVATIONS FOR LOTS 28-35, BLOCK R, SHOWN ON THIS PLAT WERE DETERMINED BY ADDING ONE (1) FOOT TO THE BASE FLOOD ELEVATION (BFE) AS DETERMINED BY A STUDY PREPARED BY CARLSON BRIGANCE, & DOERING, INC., PROJECT NO. 5052, DATED AUGUST 20, 2019.
- 4. 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.
- 5. NO STRUCTURE OR LAND SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE OR FLOODPLAIN DEVELOPMENT PERMIT FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR FOR LOTS 28, 29, 30, 31, 32, 33, 34, & 35, BLOCK R.

- 1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE 1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
 - CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
- 3. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE 3. WATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19/GEORGETOWN UTILITY

 - 4. WASTEWATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19/CITY OF LIBERTY HILL. 5. ELECTRIC SERVICE IS PROVIDED BY: PEC

- 1. IN APPROVING THIS PLAT BY THE COMMISSIONERS 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 COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR 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 SUBDIMISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.
- 2. SIDEWALKS SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION.
- 3. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
- 4. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO LANDSCAPING, IRRIGATION, LIGHTING, CUSTOM SIGNS, ARE PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
- 5. NO CONSTRUCTION, PLANTING OR GRADING SHALL BE PERMITTED TO INTERFERE WITH SIGHT EASEMENTS BETWEEN THE HEIGHTS OF THREE AND EIGHT FEET AS MEASURED FROM THE CROWNS OF THE ADJACENT STREETS.
- 6. THE OWNER SHALL CREATE A MANDATORY HOMEOWNERS' ASSOCIATION THAT SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND LIABILITY OF ANY LANDSCAPING, IRRIGATION, SIDEWALKS, ILLUMINATION, SUBDIVISION IDENTIFICATION SIGNS, WATER QUALITY FEATURES, ETC. PLACED WITHIN THE WILLIAMSON COUNTY RIGHT-OF-WAY. THIS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO ENSURE THE PROPER FUNDING FOR MAINTENANCE.
- 7. A PUBLIC UTILITY EASEMENT 10 FEET WIDE IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHT-OF-WAY.

			Curve Tal	ole		
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	24.41	325.00	S37*43'37*W	24.41	12.21	4'18'13"
C2	24.56	15.00	N89°47'45"E	21.91	16.03	93'48'51"
C3	164.59	250.00	S39'30'32"E	161.63	85.40	37°43'18"
C4	131.67	200.00	S39°30'32"E	129.31	68.32	37°43'18"
C5	39.59	275.00	N35'45'16"E	39.56	19.83	8"14'55"
C6	23.56	15.00	N13'22'11"W	21.21	15.00	90'00'00"
C7	46.79	325.00	N35°45'16"E	46.75	23.43	8*14'55*
C8	24.05	15.00	N75°41'37"E	21.56	15.50	91'52'24"
C9	12.26	275.00	N28'28'47"E	12.26	6.13	2'33'15"
C10	109.94	325.00	S36°53'36 " W	109.41	55.50	19'22'52"
C11	93.02	275.00	S36°53'36"W	92.58	46.96	19'22'52"
C12	25.11	325.00	N29°24'59 " E	25.11	12.56	4'25'39"
C13	23.56	15.00	S24°21'10"W	21.21	15.00	90'00'07"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C14	23.56	15.00	S65'38'50"E	21.21	15.00	89'59'53"
C15	66.66	250.00	N50°43'54"W	66.46	33.53	15'16'35"
C16	59.79	250.00	N36'14'32"W	59.65	30.04	13'42'09"
C17	38.15	250.00	N25'01'10"W	38.11	19.11	8*44'34"
C18	74.84	200.00	S31*22'08*E	74.41	37.86	21'26'26"
C19	56.83	200.00	S50'13'46"E	56.64	28.61	16"16'50"
C20	27.50	325.00	S29'37'35 " W	27.49	13.76	4*50'51"
C21	50.05	325.00	S36°27'43"W	50.00	25.07	8*49'25"
C22	32.39	325.00	S43'43'44 " W	32.38	16.21	5*42'36"
C23	5.85	275.00	S45*58'28"W	5.85	2.93	1*13'08"
C24	50.67	275.00	S40°05'13"W	50.59	25.40	10°33'22"
C25	36.51	275.00	S31°00'21"W	36.48	18.28	7'36'22"
C26	22.38	325.00	S33°36'10"W	22.37	11.19	3'56'42"

SHEET NO. 1 OF 2

			ROAD TABLE			
STREET NAMES	LINEAR FOOTAGE	R.O.W. WIDTH	PAVEMENT WIDTH	DESIGN SPEED	DESIGNATION	CLASSIFICATION
AZALEA SPRINGS	ROAD 403'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
CAMELLA STREET	556'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
RAVELLO STREET	588'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
TOTAL	1.547'					

TOTAL OF LOTS:	42
NO. OF SINGLE FAMILY LOTS:	42



SANTA RITA RANCH SOUTH SECTION 10A

STATE OF TEXAS

COUNTY OF WILLIAMSON

§ KNOW ALL MEN BY THESE PRESENTS;

FINAL PLAT

, JAMES EDWARD HORNE, VICE PRESIDENT, MIDDLEBROOK, LTD. OWNER THAT CERTAIN CALLED 68.737 ACRE TRACT OF LAND CONVEYED IN DOCUMENT NUMBER 2019016017, AND A CALLED 15.466 ACRE TRACT OF LAND DESCRIBED IN DOCUMENT NUMBER 2018073458, AS SHOWN HEREON, ALL OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE, SAID 8.743 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. THIS SUBDIVISION IS TO BE KNOWN AS.

"SANTA RITA RANCH SOUTH, SECTION 10A"

TO CERTIFY WHICH, WITNESS BY MY HAND THI	S 22 NZ DAY OF APEL , 20 20.
MIDDLEBROOK, LTD.,	

A TEXAS LIMITED PARTNERSHIP

BY: MIDDLEBROOK, GP, LLC,

A TEXAS LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER

MREM TEXAS MANAGER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS MANAGER

JAMES EDWARD HORNE, VICE PRESIDENT 1700 CROSS CREEK LANE, STE. 100 LIBERTY HILL, TX 78642

STATE OF TEXAS

COUNTY OF WILLIAMSON

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

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 22ND DAY OF DOLL . 20 20 A.D. Notary Public. State of Texas NOTARY PUBLIC IN AND FOR WILLIAMSON COUNTY, TEXAS

CONSENT OF MORTGAGEE

THE UNDERSIGNED, BEING THE SOLE OWNER AND HOLDER OF TWO DEED OF TRUST LIENS SECURED BY THE PROPERTY, THE FIRST DATED OCTOBER 31, 2013 RECORDED AS DOCUMENT NO. 2013102996 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SECURING A NOTE OF EVEN DATE THEREWITH, AND THE SECOND DATED JANUARY 31, 2018 RECORDED AS DOCUMENT NO. 2018009176 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SECURING A NOTE OF EVEN DATE THEREWITH, EXECUTES THIS DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO THE TERMS AND PROVISIONS HEREOF.

INTERNATIONAL BANK OF COMMERCE, A TEXAS BANKING ASSOCIATION

Printed Name: JASCA RANGEL

STATE OF TEXAS COUNTY OF Travis

BEFORE ME ON THIS DAY PERSONALLY APPEARED LASON KANGE I, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCITO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN , KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 20 DAY OF April

NOTARY PUBLIC, STATE OF TEXAS PRINTED NAME: Avaceli Hernandez

ARACELI HERNANDEZ Notary Public, State of Texas Commission Expires 06-02-2020

MY COMMISSION EXPIRES 6-2-2020

THIS FLOOD STATEMENT, AS DETERMINED BY A H.U.D.-F.I.A. FLOOD INSURANCE RATE MAP, DOES NOT IMPLY THAT THE PROPERTY OR THE IMPROVEMENTS THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR, AND FLOOD HEIGHTS MAY INCREASE BY MAN-MADE OR NATURAL CAUSES.

THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF ENGINEER OR SURVEYOR.

STATE OF TEXAS:

COUNTY OF WILLIAMSON:

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

I, STEVEN P. CATES, P.E., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY.

STEVEN P. CATES, P.E. NO. 93648 CARLSON, BRIGANCE & DOERING, INC. 5501 WEST WILLIAM CANNON DRIVE



STATE OF TEXAS:

COUNTY OF WILLIAMSON:

CARLSON, BRIGANCE, & DOERING, INC.

I. AARON V. THOMASON, R.P.L.S., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE WILLIAMSON COUNTY SUBDIVISION ORDINANCE. ALL EASEMENTS OF RECORD ARE SHOWN OR NOTED ON THE PLAT.

23/19/27020

AARON V. THOMASON, R.P.L.S. NO. 6214 CARLSON, BRIGANCE & DOERING, INC. 5501 WEST WILLIAM CANNON DRIVE AUSTIN, TEXAS 78749 aaron@cbdeng.com

AUSTIN, TEXAS 78749



BEING ALL OF THAT CERTAIN 8.743 ACRE TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE NOAH SMITHWICK SURVEY, ABSTRACT NUMBER 590, SITUATED IN WILLIAMSON COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION A CALLED 68.737 ACRE TRACT OF LAND DESCRIBED IN DOCUMENT NUMBER 2019016017, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND A PORTION OF A CALLED 15.466 ACRE TRACT OF LAND DESCRIBED IN DOCUMENT NUMBER 2018073458, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 8.743 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS

BEGINNING, AT A 1/2 INCH IRON ROD FOUND IN THE SOUTHWEST LINE OF SONBRIA PASS (50' R.O.W.), BEING AT THE NORTHERNMOST CORNER OF LOT 15, BLOCK R, SANTA RITA RANCH SOUTH, SECTION 9A, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2020004350, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR THE EASTERNMOST CORNER AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED

THENCE, WITH THE NORTHWEST LINE OF SAID LOT 15, THE FOLLOWING TWO (2) COURSES AND DISTANCES, NUMBERED 1 AND 2,

- 1) S31°37'45"W, A DISTANCE OF 350.01 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, AND
- 2) S32'40'47"W, A DISTANCE OF 58.22 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE SOUTHERNMOST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, OVER AND ACROSS SAID 15.466 ACRE TRACT AND SAID 68.737 ACRE TRACT, THE FOLLOWING TEN (10) COURSES AND DISTANCES, NUMBERED 1 THROUGH 10.

- 1) N54'25'29"W, A DISTANCE OF 125.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE RIGHT,
- 2) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 325.00, AN ARC LENGTH OF 24.41 FEET, AND A CHORD THAT BEARS
- S37'43'37"W, A DISTANCE OF 24.41 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, 3) N50°07'16"W, A DISTANCE OF 189.97 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
- 4) \$42.43'29"W, A DISTANCE OF 49.26 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
- 5) S63°56'38"W, A DISTANCE OF 55.94 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
- 6) N20'28'43"W, A DISTANCE OF 53.59 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
- 7) S48'30'23"W, A DISTANCE OF 65.78 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
- 8) N20°28'43"W, A DISTANCE OF 392.35 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, 9) N69'21'13"W, A DISTANCE OF 14.09 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
- 10) N20'38'47"W, A DISTANCE OF 175.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER IN THE SOUTHEAST LINE OF LOT 49, BLOCK T, OF SAID SANTA RITA RANCH SOUTH, SECTION 9A,

THENCE, N69°21'13"E, A DISTANCE OF 600.00 FEET TO A 1/2 INCH IRON ROD FOUND IN THE SOUTHEAST LINE OF SAID LOT 49, BLOCK T. BEING AT THE WESTERNMOST CORNER OF LOT 72, BLOCK T, OF SAID SANTA RITA RANCH SOUTH, SECTION 9A, FOR THE NORTHERNMOST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, OVER AND ACROSS SAID 63.737 ACRE TRACT AND SAID 15.466 ACRE TRACT, AND WITH A NORTHWEST LINE OF SAID SANTA RITA RANCH SOUTH, SECTION 9A, THE FOLLOWING TEN (10) COURSES AND DISTANCES, NUMBERED 1 THROUGH 10,

- 1) S20'38'53"E, A DISTANCE OF 125.00 FEET TO A 1/2 INCH IRON ROD FOUND AT THE SOUTH CORNER OF SAID LOT 72, AND BEING IN THE NORTHWEST LINE OF RAVELLO STREET (50' R.O.W.),
- 2) S69'21'13"W, A DISTANCE OF 11.63 FEET TO A 1/2 INCH IRON ROD FOUND AT THE WEST TERMINUS OF SAID RAVELO STREET,
- 3) S20'38'47"E. A DISTANCE OF 50.00 FEET TO A 1/2 INCH IRON ROD FOUND AT THE NORTH CORNER OF LOT 1, BLOCK V OF SAID SANTA RITA RANCH SOUTH, SECTION 9A,
- 4) S69°21'07"W, A DISTANCE OF 110.00 FEET TO A 1/2 INCH IRON ROD FOUND AT THE WEST CORNER OF SAID LOT 1,
- 5) S20'38'53"E, A DISTANCE OF 160.27 FEET TO A 1/2 INCH IRON ROD FOUND AT THE SOUTH CORNER OF LOT 3 AND THE WEST CORNER OF LOT 4, BLOCK V OF SAID SANTA RITA RANCH SOUTH, SECTION 9A,
- 6) S57'43'32"E, A DISTANCE OF 145.78 FEET TO A 1/2 INCH IRON ROD FOUND AT THE SOUTH CORNER OF SAID LOT 4. BEING AT THE WEST TERMINUS OF AZALEA SPRINGS ROAD (50' R.O.W.),
- 7) S43*24'58"E, A DISTANCE OF 50.00 FEET TO A 1/2 INCH IRON ROD FOUND AT THE SOUTH TERMINUS OF SAID AZALEA SPRINGS ROAD,
- 8) N46'35'02"E, A DISTANCE OF 41.25 FEET TO A 1/2 INCH IRON ROD FOUND AT THE BEGINNING OF A CURVE TO THE RIGHT, FOR A NORTH CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,
- 9) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00, AN ARC LENGTH OF 24.54 FEET, AND A CHORD THAT BEARS N89'47'45"E, A DISTANCE OF 21.21 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, AND
- 10) S43°24'58"E, A DISTANCE OF 95.82 FEET TO THE POINT OF BEGINNING AND CONTAINING 8.743 ACRES OF LAND.

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

SALLY\McFERON

CITY OF LIBERTY HILL, TEXAS

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE DAY OF ADDRESS ASSIGNMENTS VERIFIED THIS THE DAY OF ADDRESS ASSIGNMENTS VERIFIED THIS THE PRINTED NAME. WILLIAMSON COUNTY ADDRESSING COORDINATOR WILLIAMSON COUNTY, TEXAS

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

BILL GRAVELL, JR., COUNTY JUDGE WILLIAMSON COUNTY, TEXAS STATE OF TEXAS

§ KNOW ALL MEN BY THESE PRESENTS; COUNTY OF WILLIAMSON

THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

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

SHEET NO. 2 OF 2



Carlson, Brigance & Doering, Inc. FIRM ID #F3791 ◆ REG. # 10024900

Civil Engineering 5501 West William Cannon ♦ Austin, Texas 78749

06/16/2020

Final plat for the Sonterra Section 13 subdivision – Pct 3

Submitted For: Terron Evertson

Boatright,

Submitted By: Adam

45.

Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Meeting Date:

Discuss, consider and take appropriate action on approval of the final plat for the Sonterra Section 13 subdivision – Precinct 3

Background

This subdivision consists of 138 single family lots, 3 open space/drainage lots, 2 landscape/drainage lots, 1 open space lot, 1 municipal utility district lot and 4,614 linear feet of new public roads.

Timeline

2020-02-14 – initial submittal of final plat

2020-03-13 – 1st review complete with comments

2020-03-31 - 2nd submittal of final plat

2020-04-10 – 2nd review complete with comments

2020-04-27 – 3rd submittal of final plat

2020-05-04 – 3rd review complete with comments

2020-05-26 - 4th submittal of final plat

2020-05-27 - 4th review complete with comments

2020-06-02 - 5th submittal of final plat

2020-06-04 - 5th review complete with comments clear

2020-06-08 - receipt of final plat with all signatures

2020-06-11 – final plat placed on the June 16, 2020 Commissioners Court agenda for

consideration

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

final plat- Sonterra Sec 13

Form Review

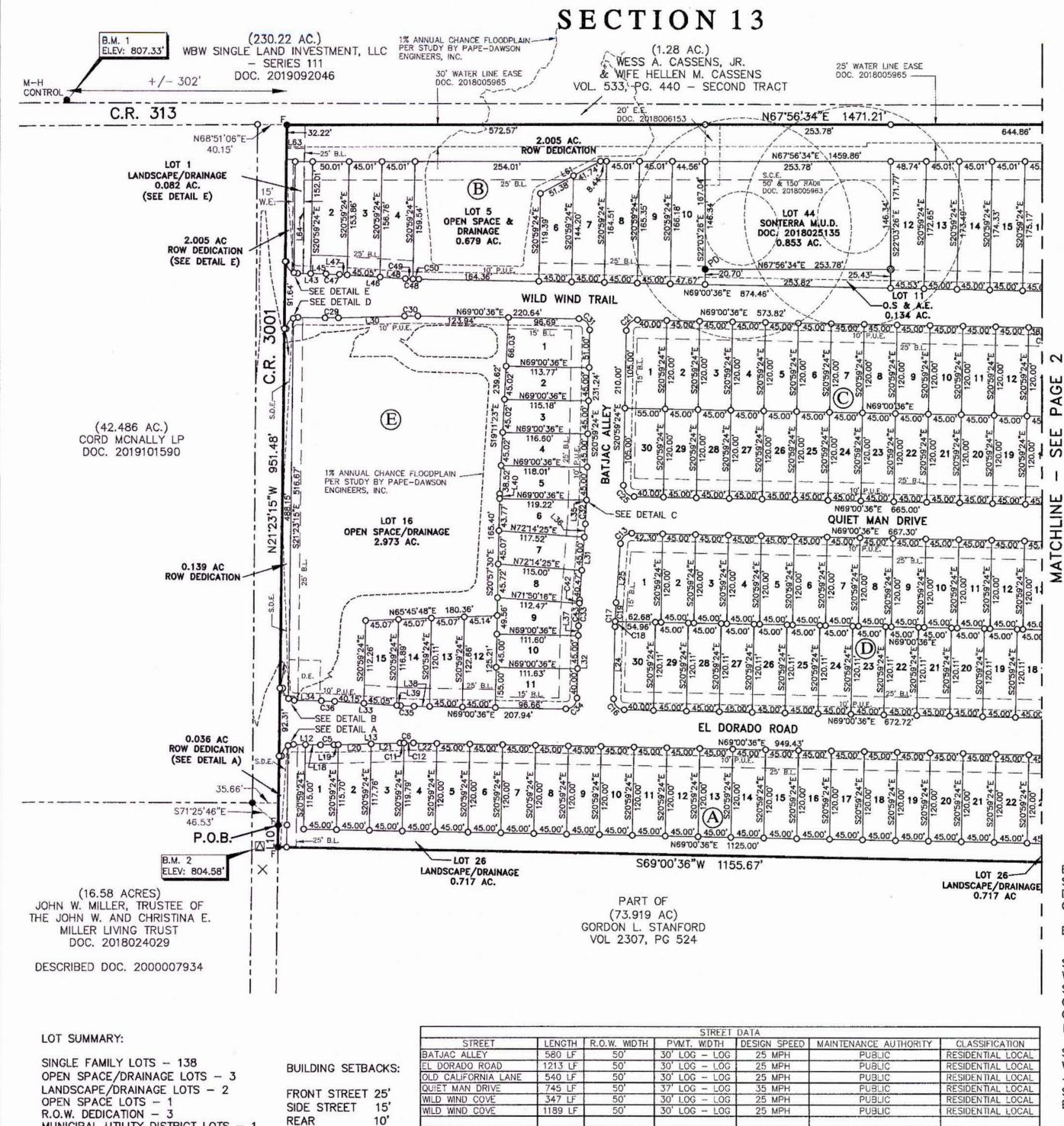
Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 06/11/2020 11:38 AM

Form Started By: Adam Boatright Started On: 06/10/2020 09:37 PM

Final Approval Date: 06/11/2020

FINAL PLAT SONTERRA



4614 LF

5'

SIDE

TOTAL

LEGEND

CONCRETE MONUMENT FOUND 1/2"STEEL PIN FOUND (UNLESS NOTED) 1/2"STEEL PIN FOUND V/ CAP MARKED 'FOREST 1/2"STEEL PIN FOUND W/ CAP MARKED 'PAPE-DAWSON' MAG NAIL SET W/ WASHER MARKED 'LENZ & ASSOC.' 1/2"STEEL PIN SET W/CAP MARKED 'LENZ & ASSOC.' PIPE FOUND

60d NAIL FOUND AT FENCE CORNER 60d NAIL SET W/ WASHER MARKED 'LENZ & ASSOC.' COMPUTED POINT

SPINDLE SET P.O.C. POINT OF COMMENCEMENT P.O.B. POINT OF BEGINNING FENCE CORNER POST OPEN SPACE ACCESS EASEMENT P.U.E. PUBLIC UTILITY EASEMENT D.E. DRAINAGE EASEMENT W.W.E. WASTEWATER EASEMENT

SPINDLE FOUND

W.E. WATERLINE EASEMENT S.D.E. SIGHT DISTANCE EASEMENT S.C.E. SANITARY CONTROL EASEMENT E.E. ELECTRIC EASEMENT

B.L. BUILDING LINE (BRG.~DIST.) RECORD CALL (J) BLOCK LABEL R.O.W. RIGHT-OF-WAY

LANDSCAPE EASEMENT S.D.E. SIGHT DISTANCE EASEMENT

MINIMUM	F.F.E.
LOT & BLOCK	MINIMUM F.F.E.
LOT 25, BLOCK A	782.50'
LOT 2, BLOCK B	796.50'
LOT 3, BLOCK B	796.00'
LOT 4, BLOCK B	796.00'
LOT 6, BLOCK B	796.00'
LOT 7, BLOCK B	796.00'
LOT 8, BLOCK B	796.00'
LOT 9, BLOCK B	796.00'
LOT 28, BLOCK B	765.50'
LOT 29, BLOCK B	770.00'
LOT 30, BLOCK B	770.00'
LOT 31, BLOCK B	771.00
LOT 32, BLOCK B	773.75
LOT 33, BLOCK B	776.00
LOT 39, BLOCK B	778.50'
LOT 40, BLOCK B	781.00'
LOT 41, BLOCK B	781.00'
LOT 42, BLOCK B	781.00
LOT 1, BLOCK E	796.00'
LOT 2, BLOCK E	796.00'
LOT 3, BLOCK E	796.00
LOT 4, BLOCK E	796.00'
LOT 5, BLOCK E	796.00'
LOT 6, BLOCK E	796.00'
LOT 7, BLOCK E	796.00'
LOT 8, BLOCK E	796.00'
LOT 9, BLOCK E	796.00'
LOT 10, BLOCK E	796.00'
LOT 11, BLOCK E	796.00
LOT 12, BLOCK E	796.00'
LOT 13, BLOCK E	796.00
LOT 14, BLOCK E	796.50
LOT 15, BLOCK E	796.50'

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83) CENTRAL ZONE. DISTANCES ARE SURFACE, SURFACE TO GRID COMBINED SCALE FACTOR 0.99988

ELEVATIONS ARE NAVD88 (GEOID 12A)

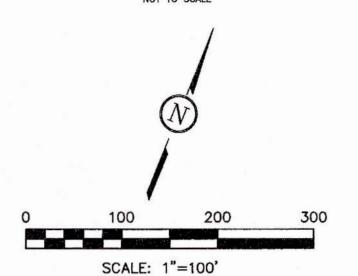
SITE BENCHMARK #1 -STEEL PIN FOUND WITH CAP MARKED M-H CONTROL, NORTH SIDE C.R. 313, +/- 302' WEST OF N.W. CORNER OF SUBDIVISION, +/- 4' NORTH OF NORTH R.O.W. ELEV: 807.33'

SITE BENCHMARK #2 - 60D NAIL SET WITH WASHER MARKED 'LENZ & ASSOC.'. +/- 24' WEST OF THE S.W. CORNER OF SUBDIVISION ELEV. 804.58'

ELEVATIONS (NAVD88, GEOID 12A)



LOCATION MAP NOT TO SCALE



LEGAL DESCRIPTION: 37.285 ACRES OUT OF THE G. SCHNEIDER SURVEY, ABSTRACT NO. A-580, WILLIAMSON COUNTY, TEXAS

OWNER: SONWEST CO. 3939 BEE CAVE ROAD, SUITE C-100 AUSTIN, TEXAS 78746

SONTERRA MUNICIPAL UTILITY DISTRICT C/O ARMBRUST AND BROWN, PLLC 100 CONGRESS AVENUE, SUITE 1300 AUSTIN, TEXAS 78701

ENGINEER: MICHAEL S. FISHER, P.E. PAPE-DAWSON ENGINEERS, INC. FIRM No. 470 10801 NORTH MOPAC EXPRESSWAY BUILDING 3, SUITE 200 AUSTIN, TEXAS 78759 PH: (512) 454-8711

SURVEYOR: TIMOTHY A. LENZ, R.P.L.S. LENZ & ASSOCIATES, INC. FIRM NO. 100290-00 4150 FREIDRICH LANE, SUITE A1 AUSTIN, TEXAS 78744 512-443-1174

PAGE 1 OF 6

FIRM No. 100290-00

COMPLETE PROFESSIONAL LAND SURVEYING SERVICES (512) 443-1174

F.B.

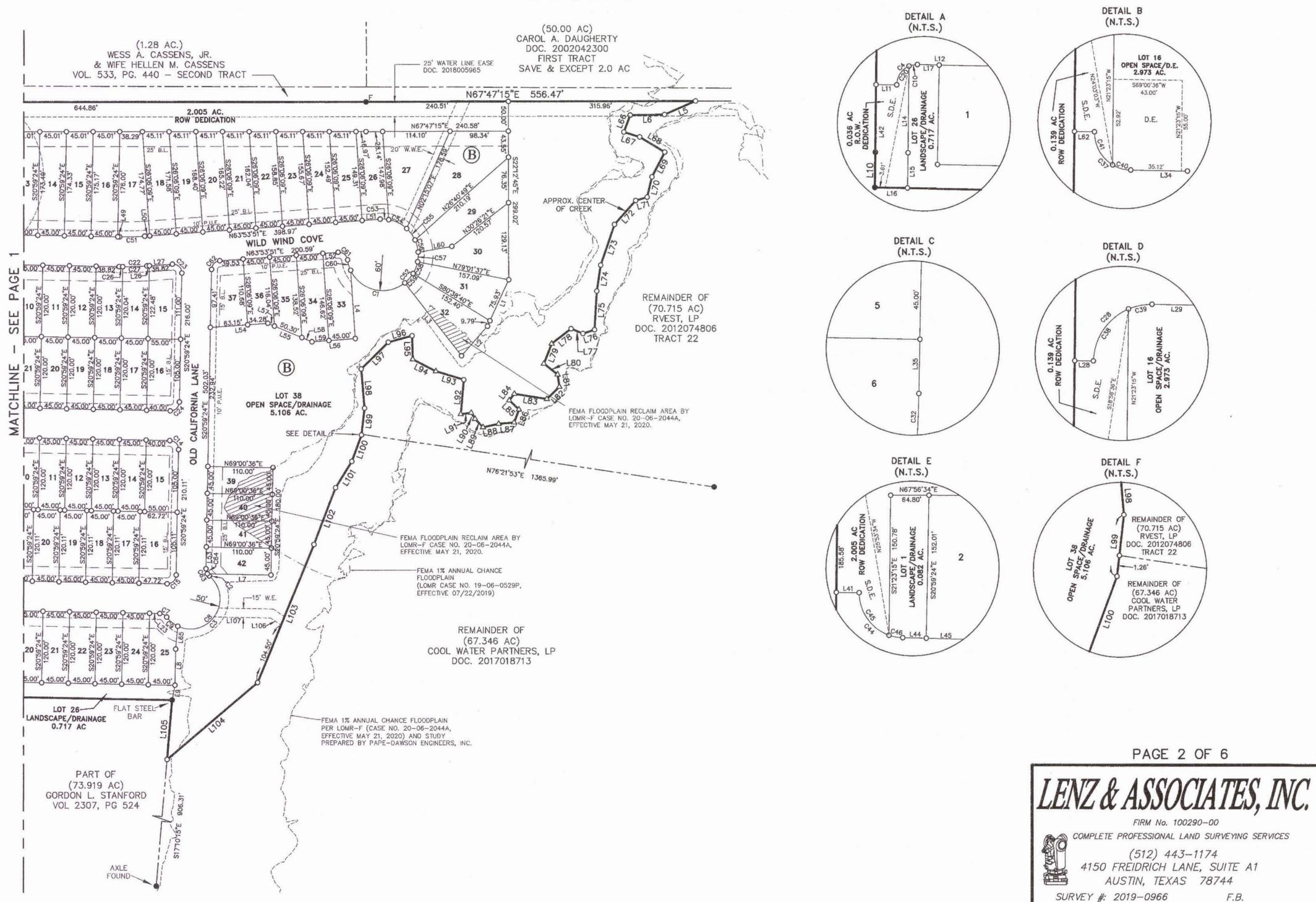
4150 FREIDRICH LANE, SUITE A1 AUSTIN, TEXAS 78744

SURVEY #: 2019-0966

SUBMITTAL DATE: FEBRUARY 14, 2020

MUNICIPAL UTILITY DISTRICT LOTS - 1

TOTAL LOTS - 148



			CURVE TABI	E	
Planted		THE RESERVE TO THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN COLUMN TW	ARC LENGTH	CHORD BEARING	- PATTORN AND ADDRESS OF THE PARTY OF THE PA
C1	102'52'41"	60.00	107.73	S81'07'23"W	93.83'
C2	18'21'12"	15.00'	4.80'	S63*50'00"E	4.78'
С3	166"15'49"	50.00	145.09'	S10'07'18"W	99.28'
C4	90'39'30"	16.00	25.32'	N23°40'51"E	22.76
C5	2'37'52"	400.00	18.37	N67'41'41"E	18.37
C6	2'37'52"	400.00	18.37	N67'41'41"E	18.37
C7	52'01'12"	15.00'	13.62'	S84'58'47"E	13.16'
C8	194'02'25"	50.00	169.33	N24'00'36"E	99.25
C9	27'46'36"	50.00'	24.24'	N72°51'29"W	24.00'
C10	27'46'31"	16.00'	7.76	N55'07'21"E	7.68'
C11	0'47'26"	400.00	5.52'	N66*46'28"E	5.52'
C12	1*50'26"	400.00	12.85'	N68'05'23"E	12.85'
C13	86'46'11"	15.00'	22.72'	N25'37'31"E	20.61
C14	90'00'00"	15.00	23.56	S65*59'24"E	21.21'
C15	90'00'00"	15.00'	23.56'	S24°00'36"W	21.21
C16	90,00,00,	15.00	23.56	N65'59'24"W	21.21
C17	313'49"	575.00'	32.42'	N19'22'29"W	32.41'
C18	0'41'28"	575.00	6.94'	N20°38'40"W	6.94
C19	2'32'21"	575.00	25.48'	N19'01'45"W	25,48'
C20	62'52'59"	16.00'	17.56'	S09'47'36"W	16.69'
C21	90'00'00"	15.00'	23.56'	N24'00'36"E	21.21'
C22	5'06'45"	525.00	46.85	N66'27'14"E	46.83'
C23	95'06'45"	15.00'	24.90'	S68*32'46"E	22.14
C24	90,00,00,	15.00'	23.56'	S24'00'36"W	21.21'
C25	90,00,00,	15.00'	23.56'	N65°59'24"W	21.21
C26	0'40'27"	525.00	6.18'	N68'40'23"E	6.18'
C27	4'26'18"	525.00	40.67'	N66'07'00"E	40.66'
C28	89'29'39"	16.00'	24.99'	N24'15'47"E	22.53'
C29	2'37'52"	400.00	18.37'	N67'41'41"E	18.37'
C30	2'37'52"	400.00	18.37	N67'41'41"E	18.37
C31	90,00,00,	15.00'	23.56	S65*59'24"E	21.21'
C32	3'13'49"	575.00	32.42'	S19*22'29"E	32.41'
Ç33	313'49"	625.00	35.24	S19*22'29"E	35.23'
C34	90'00'00"	15.00'	23.56	N24'00'36"E	21.21
C35	2'37'52"	400.00	18.37'	S7019'32"W	
C36	2'37'52"	400.00	18.37'	S701932 W	18.37'
C37	90°27'15"	16.00'	25.26'	N65'45'46"W	18.37'
	65'36'44"			N12"19'19"E	22.72'
C38	23'52'55"	16.00'	18.32'		17.34'
C39	THE PARTY OF THE P	16.00'	6.67	N57'04'09"E	6.62'
C40	29'35'09"	16.00'	8.26'	S83'48'11"W	8.17
C41	60'52'06"	16.00'	17.00'	N50°58'11"W	16.21
C42	0'24'09"	625.00'	4.39'	S17'57'39"E	4,39'
C43	2'49'40"	625.00'	30.85	S19'34'34"E	30.84'
C44	89'09'57"	16.00'	24.90'	S66'24'25"E	22.46'
C45	71'07'47"	16.00'	19.86'	S57'23'20"E	18.61
C46	18'02'10"	16.00'	5.04'	N78'01'42"E	5.02'
C47	2'37'52"	400.00'	18.37'	N7019'32"E	18.37
C48	2'37'52"	400.00'	18.37'	N7019'32"E	18.37'
C49	1'28'38"	400.00'	10.31	N70°54'09"E	10.31
C50	1'09'14"	400.00	8.06'	N69'35'13"E	8.06'
C51	5'06'45"	475.00'	42.38'	N66°27'14"E	42.37'
C52	266'10'45"	60.00'	278.74	S16*59'08"W	87.63'
C53	13.59,44,	60.00'	14.66'	N70'53'37"E	14.62'
C54	32*30'53"	60.00'	34.05'	S85'51'04"E	33.59'
C55	22'47'10"	60.00'	23.86'	S5812'02"E	23.70'
C56	2017'11"	60.00'	21.24'	S36'39'52"E	21.13'
C57	15'32'54"	60.00'	16.28'	S18'44'50"E	16.23
C58	2019'43"	60.00'	21.29'	S00'48'32"E	21.18'
C59	2019'43"	60.00'	21.29'	S19'31'11"W	21.18'
C60	17'30'47"	60.00'	18.34'	N38°40'53"W	18.27
C61	86'10'39"	15.00'	22.56'	N73'00'49"W	20.49'
C62	84'53'15"	15.00'	22.22'	S21'27'14"W	20.25'
C63	52'01'12"	15.00'	13.62'	S47'00'00"E	13.16'
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	LINE TABL	
LINE	BEARING	DISTANC
L1	S02*40'50"W	85.73
L2	S19'25'15"W	66.12'
L3	N6018'58"W	155.39
L4	S26°06'09"E	114.76
L5	S44'34'20"W	57.16'
L6	S66'57'10"W	57.78
L7	S69'00'36"W	107.48
L8	S20'59'24"E	60.92
L9	S11'26'03"E	25.25
L10	N2116'16"W	29.90
L11	N68'36'45"E	3.32'
L12	N69'00'36"E	36.97
L13	N66°22'45"E	90.55
L14	S21'23'15"E	108.09
-	S2176'16"E	
L15		29.97'
L16	S69*00'36"W	12.00'
L17	N69'00'36"E	16.31
L18	N69'00'36"E	20.67
L19	N66'22'45"E	5.98'
L20	N66'22'45"E	45.05
L21	N66"22'45"E	39.53'
L22	N69'00'36"E	32.15'
L23	N69'00'36"E	17.28'
L24	N20'59'24"W	98.17
L25	N17'45'35"W	80.51
L26	N63'53'51"E	4.41
	N63'53'51"E	
L27		43.23'
L28	N68'36'45"E	2.38'
L29	N69°00'36"E	37.01
L30	N66'22'45"E	90.55
L31	S17'45'35"E	103.24
L32	S20'59'24"E	96.67
L33	S71'38'28"W	90.55
L34	S69'00'36"W	36.97
L35	S20'59'24"E	0.24
L36	S17*45'35"E	17.77
L37	S20'59'24"E	13.17'
L38	N69'00'36"E	21.29
L39	N71°38'28"E	5.36
L40	S20°57'30"E	6.50'
L41	N68'36'45"E	1.06'
L42	N21'21'57"W	93.80
L43	N69'00'36"E	38.96
L44	N69°00'36"E	18.09
L45	N69'00'36"E	20.87
L46	N71°38'28"E	90.55
L47	N71*38'28"E	10.78
L48	N71'38'28"E	34.73
L49	N69'00'36"E	3.08'
L50	N63'53'51"E	8.48'
L51	N63'53'51"E	30.49
L52	N63'53'51"E	26.05
L53	S20'59'24"E	36.68
	and the second s	The second second second
L54	N63*53'51"E	97.43'
L55	S89*33'17"E	80.47
L56	N63°51'09"E	73.74
L57	S89'33'17"E	11.98
L58	S89'33'17"E	18.18'
L59	N63'51'09"E	28.74
L60	N58'41'55"E	57.97'
L61	N40'08'38"E	93.13'
L62	N68'36'45"E	4.00'
L63	N67'45'27"E	24.50
-00	S21'23'15"E	182.50

	LINE TABL	
LINE	BEARING	DISTANCE
L6	S66'57'10"W	57.78
L66	S0117'57"E	30.49'
L67	N8519'35"E	27.89
L68	S81"11'38"E	49.44
L69	S05'33'29"W	46.79
L70	S08'48'56"E	34.97
L71	S51*48'32"W	20.18'
L72	S19'36'31"W	53.73
L73	S03'07'19"E	71.99'
L74	S13'48'57"E	44.26
L75	S18'34'49"E	64.68
L76	S49'54'02"W	20.65
L77	N89'31'52"W	21.56'
L78	S30'36'02"W	41.38
L79	S00'45'56"E	36.06
L80	\$73°55'51"E	29.41
L81	S3018'25"E	20.77
L82	S23'41'20"W	29.31
L83	S76'56'08"W	55.51'
L84	S15'46'04"W	14.06'
L85	S68'42'30"E	22.53
L86	S01'42'29"E	23.13
L87	S62'53'08"W	26.31
L88	S55'28'43"W	26.98
L89	N66°02'58"W	19.38
	N54'25'19"W	12.17
L90	S60'31'43"W	T THE STATE OF THE
L91	N17'08'30"W	17.62'
L92	The second secon	58.03'
L93	S84*39'57"W	49.42
L94	N84'49'42"W	44.08'
L95	N23*35'20"W	39.37
L96	S53'02'03"W	41.53
L97	S23*33'14"W	64.24
L98	S27'09'40"E	65.72
L99	S15'35'58"E	45.50'
L100	S01'38'53"E	47.19'
L101	S09'57'56"W	51.85'
L102	S01*03'45"E	102.11
L103	S00'14'08"W	250.19'
L104	S27'49'40"W	199.97'
L105	N1710'15"W	99.97
L106	N78'26'02"W	21.49'
L107	S69'00'36"W	95.13
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LENZ & ASSOCIATES, INC.

COMPLETE PROFESSIONAL LAND SURVEYING SERVICES

(512) 443-1174

4150 FREIDRICH LANE, SUITE A1

AUSTIN, TEXAS 78744

SURVEY #: 2019-0966

FIELD NOTE DESCRIPTION 37.285 ACRES G. SCHNEIDER SURVEY, A-580 WILLIAMSON COUNTY, TEXAS

FIELD NOTE DESCRIPTION OF 37.285 ACRES OF LAND OUT OF THE G. SCHNEIDER SURVEY, ABSTRACT NO. 580, WILLIAMSON COUNTY, TEXAS, BEING ALL OF THAT CERTAIN 32.994 ACRE TRACT AND 3.147 ACRE TRACT DESCRIBED IN A DEED TO SONWEST CO. RECORDED IN DOCUMENT NUMBER 2020059326 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, ALONG WITH ALL OF THAT CERTAIN 1.144 ACRE TRACT DESCRIBED IN A DEED TO SONTERRA MUNICIPAL UTILITY DISTRICT RECORDED IN DOCUMENT NUMBER 2018025135 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. THE SAID 37.285 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

NOTE: ALL STEEL PINS SET CITED HEREIN ARE 1/2 INCH DIAMETER WITH CAP MARKED LENZ & ASSOC. BEARINGS CITED HEREIN ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE.

BEGINNING, AT A 1/2 INCH DIAMETER STEEL PIN FOUND MARKED FOREST ON THE EAST LINE OF COUNTY ROAD 3001 AT THE SOUTHWEST CORNER OF THE SAID 32.994 ACRE SONWEST CO. TRACT, THE SAME BEING THE WESTERLY MOST NORTHWEST CORNER OF THE SAID 3.147 ACRE SONWEST CO. TRACT;

THENCE, N 21'23'15" W, A DISTANCE OF 951.48 FEET ALONG THE EAST LINE OF COUNTY ROAD 3001 TO A 1/2 INCH DIAMETER STEEL PIN FOUND MARKED FOREST AT THE NORTHWEST CORNER OF THE SAID 32.994 ACRE SONWEST CO. TRACT;

THENCE, N 67'56'34" E, ALONG THE SOUTH LINE OF THAT CERTAIN 1.28 ACRE TRACT CALLED SECOND TRACT IN A DEED TO WESS A. CASSENS, JR. AND WIFE, HELLEN M. CASSENS RECORDED IN VOLUME 533, PAGE 440 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AT 572.57 FEET PASSING A STEEL PIN SET AT THE NORTHWEST CORNER OF THE SAID 1.144 ACRE SONTERRA MUNICIPAL UTILITY DISTRICT TRACT AND EXTERIOR CORNER OF THE SAID 32.994 ACRE SONWEST CO. TRACT, AT 826.35 FEET PASSING A STEEL PIN SET AT THE NORTHEAST CORNER OF THE SAID 1.144 ACRE SONTERRA MUNICIPAL UTILITY DISTRICT TRACT AND EXTERIOR CORNER OF THE SAID 32.994 ACRE SONWEST CO. TRACT, CONTINUING FOR A TOTAL DISTANCE OF 1471.21 FEET TO A 1/2 INCH DIAMETER STEEL PIN FOUND WITH CAP MARKED FOREST;

THENCE, N 67'47'15" E, A DISTANCE OF 556.47 FEET, CONTINUING ALONG THE NORTH LINE OF THE SAID 32.994 ACRE SONWEST CO. TRACT AND SOUTH LINE OF THE SAID 1.28 ACRE CASSENS TRACT, TO A STEEL PIN SET AT THE NORTHEAST CORNER OF THE SAID 32.994 ACRE SONWEST CO. TRACT;

THENCE, WITH THE EAST LINE OF THE SAID 32.994 ACRE AND 3.147 ACRE SONWEST CO. TRACTS ALONG THE GENERAL LOCATION OF THE CENTERLINE OF CREEK, THE FOLLOWING THIRTY-NINE (39) COURSES AND DISTANCES:

- 1) S 44'34'20" W, 57.16 FEET TO A STEEL PIN SET;
- 2) S 66°57'10" W, 57.78 FEET TO A STEEL PIN SET;
- 3) S 01"17'57" E, 30.49 FEET TO A STEEL PIN SET;
- 4) N 85"19"35" E, 27.89 FEET TO A STEEL PIN SET;
- 5) S 81"11'38" E, 49.44 FEET TO A STEEL PIN SET;
- 6) S 05'33'29" W, 46.79 FEET TO A STEEL PIN SET;
- 7) S 08'48'56" E, 34.97 FEET TO A STEEL PIN SET;
- 8) S 51'48'32" W, 20.18 FEET TO A STEEL PIN SET;
- 9) S 19'36'31" W, 53.73 FEET TO A STEEL PIN SET;
- 10) S 03'07'19" E, 71.99 FEET TO A STEEL PIN SET;
- 11) S 13'48'57" E, 44.26 FEET TO A STEEL PIN SET;
- 12) S 18'34'49" E, 64.68 FEET TO A STEEL PIN SET; 13) S 49'54'02" W, 20.65 FEET TO A STEEL PIN SET;
- 14) N 89'31'52" W, 21.56 FEET TO A STEEL PIN SET;
- 15) S 30'36'02" W, 41.38 FEET TO A COMPUTED POINT IN WATER;
- 16) S 0'45'56" E, 36.06 FEET TO A COMPUTED POINT IN WATER;

- 17) S 73°55'51" E, 29.41 FEET TO A COMPUTED POINT IN WATER;
- 18) S 3018'25" E, 20.77 FEET TO A COMPUTED POINT IN WATER;
- 19) S 23'41'20" W, 29.31 FEET TO A COMPUTED POINT IN WATER;
- 20) S 76'56'08" W, 55.51 FEET TO A COMPUTED POINT IN WATER;
- 21) S 15'46'04" W, 14.06 FEET TO A COMPUTED POINT IN WATER;
- 22) S 68'42'30" E, 22.53 FEET TO A COMPUTED POINT IN WATER;
- 23) S 01'42'29" E, 23.13 FEET TO A COMPUTED POINT IN WATER;
- 24) S 62°53'08" W, 26.31 FEET TO A COMPUTED POINT IN WATER;
- 25) S 55'28'43" W. 26.98 FEET TO A COMPUTED POINT IN WATER;
- 26) N 66'02'58" W, 19.38 FEET TO A COMPUTED POINT IN WATER;
- 27) N 54°25'19" W, 12.17 FEET TO A COMPUTED POINT IN WATER;
- 28) S 60°31'43" W, 17.62 FEET TO A COMPUTED POINT IN WATER;
- 29) N 17'08'30" W, 58.03 FEET TO A STEEL PIN SET;
- 30) S 84'39'57" W, 49.42 FEET TO A COMPUTED POINT IN WATER;
- 31) N 84'49'42" W, 44.08 FEET TO A COMPUTED POINT IN WATER;
- 32) N 23'35'20" W, 39.37 FEET TO A STEEL PIN SET;
- 33) S 53°02'03" W, 41.53 FEET TO A STEEL PIN SET;
- 34) S 23'33'14" W, 64.24 FEET TO A STEEL PIN SET;
- 35) S 27'09'40" E, 65.72 FEET TO A STEEL PIN SET;
- 36) S 15'35'58" E, AT 44.24 FEET PASSING A STEEL PIN SET AT AN EXTERIOR CORNER OF THE SAID 32,994 ACRE SONWEST CO. TRACT THE SAME BEING THE NORTHEAST CORNER OF THE SAID 3.147 ACRE SONWEST CO. TRACT, FROM WHICH A STEEL PIN FOUND BEARS N 76°21'53 E, 1365.99 FEET, AND CONTINUING FOR A TOTAL DISTANCE OF 45.50 FEET TO A STEEL PIN SET;
- 37) S 01'38'53" E, 47.19 FEET TO A STEEL PIN SET;
- 38) S 09'57'56" W, 51.85 FEET TO A STEEL PIN SET;
- 39) S 01'03'45" E, 102.11 FEET TO A STEEL PIN SET;

THENCE, S 0"14'08" W, A DISTANCE OF 250.19 FEET, ALONG THE EAST LINE OF THE SAID 3.147 ACRE SONWEST CO. TRACT TO A STEEL PIN SET:

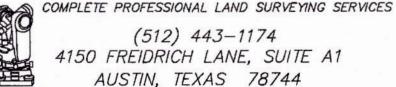
THENCE, S 27'49'40" W, A DISTANCE OF 199.97 FEET TO A STEEL PIN SET AT THE SOUTHERLY MOST CORNER OF THE SAID 3.147 ACRE SONWEST CO. TRACT, FROM WHICH AN AXLE FOUND BEARS S 17'10'15" E. 906.31 FEET:

THENCE, N 17'10'15" W, A DISTANCE OF 99.97 FEET TO A FLAT STEEL BAR FOUND AT AN INTERIOR CORNER OF THE SAID 3.147 ACRE SONWEST CO. TRACT, THE SAME BEING THE NORTHEAST CORNER OF THAT CERTAIN 73.919 ACRE TRACT DESCRIBED IN A DEED TO GORDON L. STANFORD RECORDED IN VOLUME 2307, PAGE 524 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE, S 69'00'36" W, A DISTANCE OF 1155.67 FEET ALONG THE NORTH LINE OF THE SAID 73.919 ACRE STANFORD TRACT TO A 1/2 INCH DIAMETER STEEL PIN FOUND WITH CAP MARKED FOREST ON THE EAST LINE OF COUNTY ROAD 3001 AT AN EXTERIOR CORNER OF THE SAID 3.147 ACRE SONWEST CO. TRACT;

THENCE, N 2116'16" W. A DISTANCE OF 29.90 FEET ALONG THE EAST LINE OF COUNTY ROAD 3001 TO THE PLACE OF BEGINNING. CONTAINING 37.285 ACRES OF LAND, MORE OR LESS.

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(512) 443-1174 4150 FREIDRICH LANE, SUITE A1 AUSTIN, TEXAS 78744

SURVEY #: 2019-0966

F.B.

NOTES:

- 1) THE OWNER UNDERSTANDS THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE CITY OR COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING, BUT NOT LIMITED TO THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL WATERSHED ORDINANCES
- 2) A 10' WIDE UTILITY EASEMENT SHALL BE DEDICATED ADJACENT TO ALL STREET R.O.W. ON ALL LOTS.
- 3) PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY REGULATORY AUTHORITIES
- 4) ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR THEIR ASSIGNS.
- 5) THIS SUBDIVISION IS NOT LOCATED WITHIN THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.
- 6) MAINTENANCE OF THE DRAINAGE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
- 7) THIS SUBDIVISION IS LOCATED WITHIN THE JURISDICTION OF WILLIAMSON COUNTY.
- 8) BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH SETBACKS SHOWN HEREON, APPLICABLE OWNER RESTRICTIONS RECORDED IN COUNTY RECORDS OR APPLICABLE ORDINANCES.
- 9) DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
- 10) NO STRUCTURE OR IMPROVEMENT ON ANY LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WATER SUPPLY SYSTEM APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.
- 11) NO STRUCTURE OR IMPROVEMENT ON ANY LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WASTEWATER COLLECTION SYSTEM APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.
- 12) THE OWNER OF THIS SUBDIVISION AND HIS HEIRS, SUCCESSORS AND ASSIGNS ASSUMES THE RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF ALL SUBDIVISION IMPROVEMENTS WHICH SHALL COMPLY WITH APPLICABLE CODES, RULES AND REGULATIONS AND REQUIREMENTS OF WILLIAMSON COUNTY, TEXAS AND THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY WHICH ARE IN EFFECT AND APPLICABLE AT THE TIME THE IMPROVEMENTS ARE DESIGNED AND CONSTRUCTED. THE OWNER UNDERSTANDS AND AGREES THAT PLAT VACATION AND REPLATTING MAY BE REQUIRED AT THE OWNERS SOLE EXPENSE IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
- 13) WATER AND WASTEWATER SERVICE TO THIS SUBDIVISION WILL BE PROVIDED BY THE SONTERRA MUNICIPAL UTILITY DISTRICT.
- 14) WATER AND WASTEWATER SYSTEMS SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH THE DESIGN AND CONSTRUCTION STANDARDS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) OR WILLIAMSON COUNTY. PLANS AND SPECIFICATIONS SHALL BE SUBMITTED TO TCEQ AND OTHER AGENCIES AS APPROPRIATE AT THE TIME SUCH PLANS ARE PREPARED.
- 15) ALL STREETS ARE TO BE DEDICATED FOR PUBLIC USE.
- 16) THERE ARE NO CEMETERY SITES, EXISTING OR PROPOSED SCHOOL SITES OR OTHER PUBLIC SITES PROPOSED WITHIN THIS SUBDIVISION.
- 17) THERE IS NO FEMA ZONE A ENCROACHING LOTS 32, 39, 40 AND 41, BLOCK B PER LOMR-F CASE NO. 20-06-2044A, APPROVED MAY 21, 2020.

- 18) DRIVEWAYS SHALL CONNECT ONLY TO AN INTERNAL PLATTED ROAD AND NOT TO CR 3001 OR FUTURE ARTERIAL ROADWAYS.
- 19) IF ANY SIDEWALKS ARE CONSTRUCTED IN THIS SUBDIVISION, THEY WILL BE OWNED AND MAINTAINED BY SONTERRA MUNICIPAL UTILITY DISTRICT.
- 20) THE PAVEMENT AND RIGHT-OF-WAY AT THE INTERSECTIONS OF WILD WIND TRAIL AND EL DORADO ROAD WITH CR 3001 HAVE BEEN DESIGNED IN ACCORDANCE WITH APPENDIX K INTERSECTION APPROACH DETAIL IN THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS AND AS APPROVED BY WILLIAMSON COUNTY ON JANUARY 7, 2019.
- 21) AN EASEMENT 3 FEET IN WIDTH IS HEREBY DEDICATED ALONG EACH INTERIOR SIDE LOT LINE AND EACH REAR LOT LINE FOR PUBLIC UTLITIES.
- 22) IN ORDER TO PROMOTE POSITIVE DRAINAGE AWAY FROM A STRUCTURE, FINISHED FLOOR ELEVATIONS SHOULD BE BUILT AT LEAST ONE FOOT ABOVE THE SURROUNDING GROUND AND THE GROUND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF ½ INCH PER FOOT FOR A DISTANCE OF AT LEAST 10 FEET.
- 23) 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.
- 24) THE MINIMUM FINISHED FLOOR ELEVATIONS (FFE) FOR LOTS SHOWN ON THIS PLAT ARE DETERMINED BY A STUDY PREPARED BY PAPE-DAWSON ENGINEERS, INC., DATED MARCH 2020.
- 25) ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
- 26) CONSTRUCTION OF ANY IMPROVEMENTS ON ANY LOT IN THE SUBDIVISION IS SUBJECT TO THE COVENANTS AND RESTRICTIONS FOR SONTERRA WEST SUBDIVISION AS RECORDED IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
- 27) IMPROVEMENTS WITHIN THE COUNTY RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO LANDSCAPING, IRRIGATION, LIGHTING, CUSTOM SIGNS IS PROHIBITED WITHOUT AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
- 28) A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.
- 29) NO CONSTRUCTION, PLANTING OR GRADING SHALL BE PERMITTED TO INTERFERE WITH SIGHT EASEMENTS BETWEEN THE HEIGHTS OF THREE AND EIGHT FEET AS MEASURED FROM THE CROWNS OF ADJACENT STREETS.
- 30) THE DRAINAGE EASEMENT LOCATED ON LOT 16, BLOCK E WAS DEDICATED FOR THE PURPOSE OF MAINTAINING THE HEADWALLS AND THE CROSS CULVERTS FOR EL DORADO ROAD AND CR 3001.

PAGE 5 OF 6

LENZ & ASSOCIATES, INC.

FIRM No. 100290-0

COMPLETE PROFESSIONAL LAND SURVEYING SERVICES

(512) 443-1174 4150 FREIDRICH LANE, SUITE A1 AUSTIN, TEXAS 78744

SURVEY #: 2019-0966

F.B.

STATE OF TEXAS }
COUNTY OF WILLIAMSON }

KNOWN ALL PERSONS BY THESE PRESENTS:

TO CERTIFY WHICH, WITNESS BY MY HAND THIS THE 31 DAY OF 1440

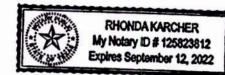
SONWEST CO. BY: ANDY BILGER

3939 BEE CAVE ROAD, SUITE C-100 AUSTIN, TEXAS 78746

STATE OF TEXAS }
COUNTY OF WILLIAMSON }

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 3 DAY
OF _____, 2020, A.D. BY ANDY BILGER ACTING IN THE CAPACITY HEREIN STATED.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

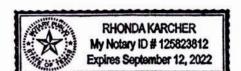


SONTERRA MUNICIPAL UTILITY DISTRICT
BY: And BILGER, Manger
C/O ARMBRUST AND BROWN, PLLC
100 CONGRESS AVENUE, SUITE 1300
AUSTIN, TEXAS 78701

STATE OF TEXAS }
COUNTY OF WILLIAMSON }

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 3rd DAY OF ______, 2020 A.D. BY Any Bilger ___ ACTING IN THE CAPACITY HEREIN STATED.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



SURVEYOR'S CERTIFICATE

MY COMMISSION EXPIRES

I, TIMOTHY A LENZ, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY HEREON MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION. ALL CORNER MONUMENTS WERE FOUND OR SET AS SHOWN HEREON.

TIMOTHY A. LENZ

TIMOTHY A. LENZ

DATE

REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4393

LENZ & ASSOCIATES, INC.

FIRM NO. 100290-00

4150 FREIDRICH LANE, SUITE A1



I, MICHAEL S. FISHER, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE APPLICABLE ORDINANCE OF WILLIAMSON COUNTY, TEXAS AND THAT A PORTION OF THIS SUBDIVISION IS CONTAINED WITHIN THE 100 YEAR FLOOD PLAIN AS IDENTIFIED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 48491C0150E DATED SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

6/3/20

MICHAEL S. FISHER

87704

MICHAEL S. FISHER, P.E.

REGISTERED PROFESSIONAL ENGINEER NO. 87704
PAPE—DAWSON ENGINEERS, INC.
FIRM No. 470

10801 NORTH MOPAC EXPRESSWAY BUILDING 3, SUITE 200 AUSTIN, TEXAS 78759

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 21 DAY OF ______, 2020 A.D.

WILLIAMSON COUNTY ADDRESS (COORDINATOR CINCLE STORES

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 RESPOSIBILITY 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.

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 }
COUNTY OF WILLIAMSON }

I, BILL GRAVELL Jr., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

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

STATE OF TEXAS }
COUNTY OF WILLIAMSON

KNOWN ALL MEN BY THESE PRESENTS:

I, NANCY RISTER, COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS, 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 WILLIAMSON COUNTY, TEXAS, IN DOCUMENT NUMBER ______.

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, COUNTY CLERK, WILLIAMSON COUNTY, TEXAS

_____ DEPUTY

PAGE 6 OF 6

LENZ & ASSOCIATES, INC.

FIRM No. 100290-00

COMPLETE PROFESSIONAL LAND SURVEYING SERVICES

(512) 443-1174 4150 FREIDRICH LANE, SUITE A1 AUSTIN, TEXAS 78744

SURVEY #: 2019-0966

F.B.

AUSTIN, TEXAS 78744

Meeting Date: 06/16/2020

Preliminary plat for the Star Ranch - NE 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 of the Star Ranch - NF subdivision – Precinct 4

Background

This proposed subdivision consists of 1 lot and no new public roads.

Timeline

2019-10-10 - initial submittal of preliminary plat

2019-11-05 – 1st review complete with comments

2020-03-16 – 2nd submittal of preliminary plat

2020-03-23 – 2nd review complete with comments

2020-05-21 – 3rd submittal of preliminary plat

2020-05-22 – 3rd review complete with comments

2020-05-26 – 4th submittal of preliminary plat

2020-05-27 – 4th review complete with comments clear

2020-05-28 - receipt of City of Pflugerville approval

2020-06-11 - preliminary plat placed on June 16, 2020 Commissioners Court agenda for

consideration

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

preliminary plat - Star Ranch - NE

Form Review

Inbox Reviewed By Date

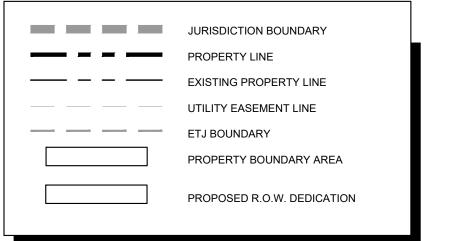
County Judge Exec Asst. Andrea Schiele 06/11/2020 11:37 AM

Form Started By: Adam Boatright Started On: 06/10/2020 09:38 PM

Final Approval Date: 06/11/2020

46.





LEGEND

STAR RANCH - NE SUBDIVISION 1 LOT SUBDIVISION CONSISTING OF 14.857 ACRES

14.85 ACRES OF LAND OF THE N.D. WALLING SURVEY, ABSTRACT NO. 675, AND N.D. WALLING SURVEY, ABSTRACT NO. 2722, AS DESCRIBED BY METES AND BOUNDS SHOWN ON THE PRELIMINARY PLAN SHEET BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 13.15 ACRES, MORE OR LESS SITUDATED IN THE N.D. WALLING SURVEY, ABSTRACT NO. 675 IN WILLIAMSON COUNTY, TEXAS, AND ABSTRACT NO. 2722 IN TRAVIS COUNTY, TEXAS AND BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 3.96 ACRES, MORE OR LESS, SITUATED IN THE N.D. WALLING SURVEY, ABSTRACT NO. 675,

NOTE: NO PORTION OF THIS TRACT IS WITHIN A FLOOD HAZARD AREA AS DELINEATED ON THE FEMA FLOOD INSURANCE RATE MAP PANEL #48491C515E, DATED SEPTEMBER 26, 2008.

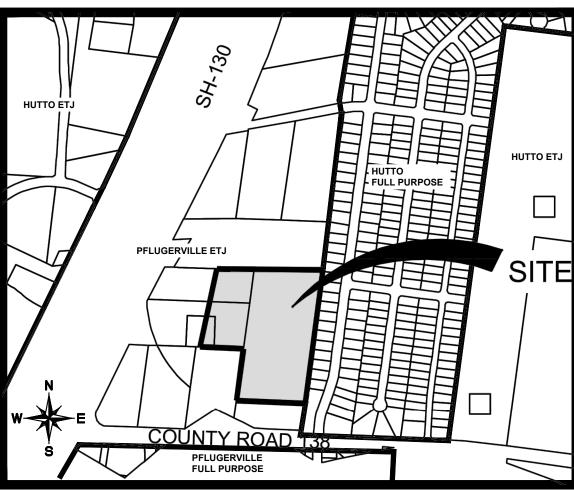
PARKLAND SUMMARY								
TYPE	LOT NO.	LOT AREA	UNITS	UNITS PER ACRE	PERSONS PER UNIT	REQUIRED PARKLAND AREA	PROVIDED PARKLAND AREA	PARKLAND FEE IN LIEU
MULTIFAMILY RESIDENTIAL	1	17.11 ACRES	336	19.6	2	4.44 ACRES	-	\$193,407
				PARK DEVELO	PMENT FEE			
							PARK DEVELOPMENT FEE PER UNIT	PARK DEVELOPMENT FEE
							\$496	\$166,656

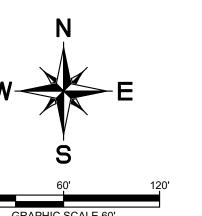
- THIS SURVEY IS SUBJECT TO ANY AND ALL COVENANTS, RESTRICTIONS, EASEMENTS AND
- NO EVIDENCE OF RECENT EARTHWORK,
- BUILDING CONSTRUCTION OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.

BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM (CENTRAL

PLAT NOTES

- ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS OBTAINING A CERTIFICATE OF COMPLIANCE OR FLOODPLAIN DEVELOPMENT PERMIT FROM
- THE MINIMUM FLOOR ELEVATION FOR ALL STRUCTURES SHALL BE AT LEAST ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN 5-FT OUTSIDE THE PERIMETER OF THE BUILDING





BENCHMARKS

1. BENCHMARK 1900729-101 SET CUT "X" ON THE NORTHEAST CORNER OF A TRANSFORMER PAD ON THE SOUTH SIDE OF C.R. 138 APPROXIMATELY 150 FEET WEST OF THE DERBY DAY AVENUE INTERSECTION. ELEVATION=732.40' (NAVD88 GEIOD 12B) SET CUT "X" ON THE TOP OF A CONCRETE FLUME ON THE SOUTH SIDE OF C.R. 138 APPROXIMATELY 120 FEET WEST OF THE SECRETARIAT RIDGE LANE



Know what's below. Call before you dig.

WARNING: CONTRACTOR IS TO VERIFY PRESENCE AND EXACT, LOCATION OF ALL UTILITIES

BENJAMIN L. GREEN

SHEET NUMBER 02 OF 09

Meeting Date: 06/16/2020

Final plat for the Santa Rita Elementary Addition - Pct 2

Submitted For: Terron Evertson Submitted By: Adam

Boatright, Infrastructure

47.

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Elementary Addition – Precinct 2.

Background

This subdivision consists of 1 lot with no new public roads. The lot will be used for a Liberty Hill ISD elementary school campus.

Timeline

2019-08-29 – initial submittal of final plat

2019-09-25 - 1st review complete with comments

2019-10-21 – 2nd submittal of final plat

2019-10-25 - 2nd review complete with comments

2020-03-03 – 3rd submittal of final plat

2020-03-10 – 3rd review complete with comments

2020-03-16 – 4th submittal of final plat

2020-03-16 - 4th review complete with comments

2020-03-18 - 5th submittal of final plat

2020-03-18 - 5th review complete with comments

2020-03-31 - 6th submittal of final plat

2020-04-13 - 6th review complete with comments clear

2020-06-01 - receipt of final plat with all signatures

2020-06-11 – final plat placed on the June 16, 2020 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

final plat - Santa Rita Elementary Addition

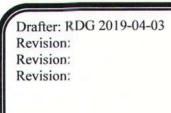
Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 06/11/2020 11:51 AM

Form Started By: Adam Boatright Started On: 06/10/2020 09:39 PM

Final Approval Date: 06/11/2020



	Line Data	Table
Line#	Distance	Bearing
LI	34.19'	S51°18'52"E
L2	151.96'	S81°49'36"W
L3	148.66'	S54°19'20"W
L4	100.95'	N12°03'27"W
L5	36.87'	N67°46'56"E
L6	53.76'	S08°09'34"E

SURVEYOR'S NOTES:

- Field work was completed on March 27, 2019.
- 2. This survey was performed with the benefit of a title commitment provided by Stewart Title Guaranty Company, File No. 1818485-COM, Policy No. O-5966-000206353, and Policy date of March 18, 2019. Complete copies of the record description of the property, any record easements benefiting the property, the record easements or servitudes and covenants affecting the property ("Record Documents"), documents of record referred to in the Record Documents, and any other documents containing desired appropriate information affecting the property being surveyed and to which the survey shall make reference were not provided to this surveyor for notation on the survey except for those items listed within Schedule B of said commitment. Therefore, easements, agreements, or other documents, either recorded, or unrecorded may exist that affect the subject property that are not shown on this survey.
- The site benchmark is a mag nail with a washer stamped "JPH LAND SURVEYING" set in concrete curb approximately 68 feet northerly from the south line of Santa Rita Boulevard and approximately 300 feet easterly from the intersection of Santa Rita Boulevard and Leon Loop. Benchmark Elevation = 1,069.36' (NAVD'88). See vicinity map for general location.

OWNER:

Liberty Hill Independent School District 301 Forest Street Liberty Hill, Texas 78642

PREPARED BY:

JPH Land Surveying, Inc. 1516 E. Palm Valley Blvd, Ste. A4 Round Rock, Texas 78664 (817) 431-4971

ENGINEER:

Adams Engineering 13785 Research Blvd., Suite 125 Austin, TX 78759



Scale: 1:100 XREF

WATER LINE EASEMENT

INST.# 201901725

JPH Job/Drawing No. (see below) 2019.009.006 Santa Rita Elem, Santa Rita Blvd, Williamson Co, Tx - PLAT.dwg © 2020 JPH Land Surveying, Inc. - All Rights Reserved 1516 E. Palm Valley Blvd., Ste. A4, Round Rock, Texas 78664 Telephone (817) 431-4971 www.jphlandsurveying.com TBPELS Firm #10019500 #10194073 #10193867 DFW | Austin | Abilene

MONUMENTS / DATUMS / BEARING BASIS

WATER LINE EASEMENT

NST.# 2019017257 &

Monuments are found if not marked MNS or CRS. CRS o 1/2" rebar stamped "JPH Land Surveying" set

VOL. 1990, PG. 804, D.R.W.C.T. (10.00 ACRES)

SANTA RITA RANCH SOUTH SECTION 3A

10' P.U.E. INST. # 2017063718, O.P.R.W.C.T.

LANDSCAPE EASEMENT

- N20°43'05"E 280.89'

ROW HEREBY DEDICATED

2,986 SOUARE FEET

SANTA RITA RANCH SOUTH SECTION 4B 1069 36'

1NST. # 2017063718, O.P.R.W.C.T.
1/2" REBAR

EXV
PA'

MIRABEAU

N69°00'04"E 18.58'

1/2" REBAR

1/2" REBAI

1/2" REBAR

10' STRIP, CITY LIMIT / ETJ OF

ORDINANCE NO 06-O-09

'RJ SURVEYING"

MNS O Mag nail & washer stamped "JPH Land Surveying" set

TBM • Site benchmark (see vicinity map for general location) O Vertex or common point (not a monument) Coordinate values, if shown, are US.SyFt./TxCS,'83,CZ

Elevations, if shown, are NAVD'88 Bearings are based on grid north (TxCS,'83,CZ) TYPE I O TxDOT Right of Way tapered concrete monument.

TYPE II O TxDOT Right of Way bronze cap in concrete. TYPE III O TxDOT Right of Way aluminum cap. "+" O "+" mark in concrete

Chord Bearing | Chord Radius Curve # Arc Delta S82°45'35"E 607.77 1490.00' 023°22'15" 603.56 N44°15'01"E 168.39 163.70 205.00' 047°03'54" N56°39'39"E 75.74' 158.50' 027°22'47" 75.02' N31°50'40"E 81.82' 82.34' 212.00' 022°15'11" C4 7.00' 1490.00' N71°12'33"W 7.00' 000°16'10" 600.77 1490.00' 023°06'05" S82°53'40"E

Curve Data Table

LEGEND OF ABBREVIATIONS

O.P.R.W.C.T. Official Public Records of Williamson County, Texas

P.U.L.P.A.E. Public Utility, Landscape and Pedestrian Access Easement

X:3079626.33

EBROOK, LTD., A TEXA AITED PARTNERSHIP 2015013356, O.P.R.W.C.7

NST.

1/2" REBAR

WATER LINE EASEMENT

(0.41 OF AN ACRE)

SANTA RITA COMMERCIAL,

LLC, A TEXAS LIMITED

LIABILITY COMPANY INST.# 2018043428, O.P.R.W.C.T.

SANTA RITA COMMERCIAL, LLC, A

TEXAS LIMITED LIABILITY COMPANY

(TRACT 1 - 3.04 ACRES)

INST.# 2013111090, O.P.R.W.C.T.

INST.# 2019017257 &-INST.# 2019017256, O.P.R.W.C.T.

50' RIGHT OF WAY INST. # 2015018631, O.P.R.W.C.T.

2" REBAR

VISTA PORTOLA LOOP

TxCS,'83,CZ Texas Coordinate System of 1983, Central Zone

NAVD'88 North American Vertical Datum of 1988

P.R.W.C.T. Plat Records of Williamson County, Texas

D.R.W.C.T. Deed Records of Williamson County, Texas

POB/POC Point of Beginning/Point of Commencing

SANTA RITA SOUTH SECTION 4A

US.SyFt. United States Survey Feet

VOL/PG/INST# Volume/Page/Instrument Number

P.U.E. Public Utility Easement

F/K/A Formerly Known As ROW Right-of-way

SANTA RITA BOULEVARD

90' RIGHT OF WAY

INST. # 2017063718 &

LOT 1

BLOCK A

14.294 ACRES

LIBERTY HILL INDEPENDENT SCHOOL DISTRICT

INST.# 2019024632, O.P.R.W.C.T

10' STRIP, CITY LIMIT / ETJ OF

2006015653, O.P.R.W.C.T.

1/2" REBAR

1/2" REBAR "RJ SURVEYING"

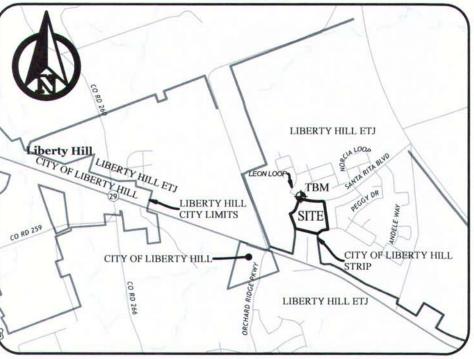
"RJ SURVEYING" 60D Y:10207403.40'

RDINANCE NO. 06-O-09

LANDSCAPE EASEMENT

- This subdivision is wholly contained within the city limits and the Extra Territorial Jurisdiction of the City of Liberty Hill, Texas.
- 2. Water service for this subdivision shall be provided by Georgetown Water. Wastewater service for this subdivision shall be provided by City of Liberty Hill. No lot within this subdivision shall be occupied until connected to permitted water distribution and wastewater collection facilities.
- 3. No buildings, fences, landscaping or other structures are permitted within drainage easements shown except as approved by the City of Liberty Hill Public Works Department.
- 4. Property owner shall provide for access to drainage easements as may be necessary and shall not prohibit access by the City of Liberty Hill.
- 5. All public dedication shall be accomplished free of liens. Release of liens shall be provided to the Commissioner's Court.
- 6. All easements on private property shall be maintained by the property owner or his or her
- 7. In addition to the easements shown hereon, a ten (10') foot wide public utility easement is dedicated along and adjacent to all right-of-way and a two and a half (2.5') foot wide public utility easement is dedicated along all side lot lines.
- 8. No portion of this tract is within a flood hazard area as shown on the Flood Insurance Rate Map Panel #48491C0275E for Williamson Co., effective September 26, 2008.
- 9. Building setbacks not shown hereon shall comply with the most current zoning ordinance of the City of Liberty Hill.
- 10. 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.
- 11. 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.
- 12. 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.
- 13. 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.
- 14. 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 (base flood elevation), whichever is higher.
- 15. No lot in this subdivision shall be occupied until water satisfactory for human consumption is available from a source in adequate and sufficient supply.
- 16. No lot in this subdivision shall be occupied until connection is made to an approved public sewer 17. Easements and setback lines shown within the bounds of this plat without record information are
- hereby dedicated by this plat.
- 18. No structure or land in this plat shall hereafter be located or altered without first obtaining a Development Permit from the Williamson County Floodplain Administrator.
- 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 Executed License Agreement with Williamson County.
- 20. This Subdivision is subject to Storm-Water Management Controls as required by Williamson County Subdivision Regulations, Section B10.1 2000 Rules, on new development that would evoke such controls beyond existing conditions.

VICINITY MAP



FINAL PLAT

SANTA RITA ELEMENTARY ADDITION

A SUBDIVISION OF 14.362 ACRES SITUATED IN THE NOAH SMITHWICK SURVEY, ABSTRACT NO. 590 SITUATED IN THE CITY OF LIBERTY HILL & E.T.J. WILLIAMSON COUNTY, TEXAS

PREPARED ON: MAY 2, 2019

۰	
	STATE OF TEXAS
	COUNTY OF WILLIAMSON
	WHEREAS, Liberty Hill Independent
	certain tract situated in the Noah
	Texas, described in a Correction
	Number 2019024632, of the Off
	follows:
	BEGINNING at a 1/2 inch capp
	Independent Scho
	the northwest cor
	under Instrument
	D - 1 - 001

ndent School District, an independent school district in Williamson County, Texas is the owner of that Smithwick Survey, Abstract No. 590, Liberty Hill ETJ and City of Liberty Hill, Williamson County, Special Warranty Deed to said Liberty Hill Independent School District recorded under Instrument ficial Public Records of Williamson County, Texas; the subject tract is more particularly described as

ped rebar stamped "RJ Surveying" found at the northeast corner of said tract conveyed to Liberty Hill ool District recorded under Instrument Number 2019024632 (hereinafter referred to as School tract) and orner of a called 1.70 acre tract described in a Special Warranty Deed to Middlebrook, Ltd., recorded Number 2015013356, of said Official Public Records, being in the south right of way line of Santa Rita Boulevard, a 90' right of way shown by the plats of SANTA RITA RANCH SOUTH, SECTION 4A, recorded under Instrument Number 2015018631, of said Official Public Records, and SANTA RITA RANCH SOUTH, SECTION 4B. recorded under Instrument Number 2017063718, of said Official Public Records;

THENCE with the common line of said School tract and said 1.70 acre tract, the following courses and distances:

- SOUTH 51 degrees 18 minutes 52 seconds EAST a distance of 34.19 feet to a 1/2 inch rebar found:
- 2. SOUTH 08 degrees 09 minutes 34 seconds EAST a distance of 699.97 feet to a 1/2 inch capped rebar stamped "JPH LAND SURVEYING" set, at the southeast corner of said School tract and the northeast corner of a called 0.41 of an acre tract described in a Warranty Deed to Santa Rita Commercial, LLC, recorded under Instrument Number 2018043428, of said Official Public Records;

with the south line of said School tract and the north line of said 0.41 of an acre tract, the following courses and distances:

- SOUTH 81 degrees 49 minutes 36 seconds WEST a distance of 151.96 feet to a 1/2 inch capped rebar stamped "JPH LAND SURVEYING" set:
- 2. SOUTH 54 degrees 19 minutes 20 seconds WEST a distance of 148.66 feet to a 1/2 inch capped rebar stamped "RJ Surveying" found at the west corner of said 0.41 of an acre tract and the northeast corner of a called 10.00 acre tract described in an Assumption Warranty Deed with Vendor's Lien to Duncan Lee Forest, recorded in Volume 1990, Page 804, of the Deed Records of Williamson County, Texas;

THENCE NORTH 76 degrees 59 minutes 24 seconds WEST along the south line of said School tract, a distance of 584.80 feet to a 1/2 inch capped rebar stamped "RJ Surveying" found at the southwest corner of said School tract, in the east line of Block A, SANTA RITA RANCH SOUTH SECTION 16, a subdivision recorded under Instrument Number 2019106617, of said Official Public Records;

THENCE along the common line of said School tract and said Block A, SANTA RITA RANCH SOUTH SECTION 16, the following

- NORTH 12 degrees 03 minutes 27 seconds WEST a distance of 100.95 feet, to a 1/2 inch capped rebar stamped "CBD Setstone" found:
- 2. NORTH 21 degrees 54 minutes 05 seconds WEST a distance of 295.91 feet to a "+" mark in concrete found at the west corner of said School tract, the northeast corner of Lot 31B, said Block A and in the southeast right of way line of Mirabeau Way, a 50' right of way shown by said plat of SANTA RITA RANCH SOUTH SECTION 16:

THENCE along the common line of said School tract and the southeast right of way line of said Mirabeau Way, the following

- NORTH 67 degrees 46 minutes 56 seconds EAST, a distance of 36.87 feet to a "+" mark in concrete found at the beginning of a curve to the left (concave northwest), having a radius of 205.00 feet and a chord which bears NORTH 44 degrees 15 minutes 01 seconds EAST a distance of 163.70 feet;
- Along the arc of said curve to the left, an arc length of 168.39 feet to a 1/2 inch capped rebar stamped "CBD Setstone"
- NORTH 20 degrees 43 minutes 05 seconds EAST, a distance of 280.65 feet to a 1/2 inch capped rebar stamped "CBD Setstone" found at the northwest corner of said School tract, at the southeast intersection of said Mirabeau Way and said Santa Rita Boulevard and the beginning of a non-tangent curve to the left (concave north), having a radius of 1490.00 feet and a chord which bears SOUTH 82 degrees 45 minutes 35 seconds EAST a distance of 603.56 feet;

Along the arc of said curve to the left, the north line of said School tract and the south right of way line of said Santa Rita Boulevard, an arc length of 607.77 feet to the POINT OF BEGINNING enclosing 14.362 acres.

STATE OF TEXAS COUNTY OF Williamson &

KNOW ALL MEN BY THESE PRESENTS:

I, Steven Snell, authorized officer of Liberty Hill Independent School District, an independent school district in Williamson County, Texas, sole owner of the certain tract of land shown hereon and described in a deed recorded under Instrument Nos. 2019021537 of the Official Public Records of Williamson County, Texas, and do hereby state that there are no lien holders of the certain tract of land, and do hereby plat 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 SANTA RITA ELEMENTARY ADDITION.

Witness my hand at <u>Villiamser</u> county, Texas, this <u>Bth</u> day of <u>May</u>, 20 20

Steven <u>Snell-Superintendent</u>

Liberty Hill Independent School District,

an independent school district in Williamson County, Texas

STATE OF TEXAS COUNTY OF VILLIAM SOME

Before me, the undersigned authority, a Notary Public in and for said County and State on this day personally appeared Donna Cox , authorized officer of Liberty Hill Independent School District, an independent school district in Williamson County, Texas, known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that they executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office on this the Bday of May

Notary Public in and for the State of Texas



STATE OF TEXAS COUNTY OF Will: 44 500

KNOW ALL MEN BY THESE PRESENTS:

That I, Jack Garner, Licensed Professional Engineer in the State of Texas, do hereby certify that this plat is located within the Edwards Aquifer Recharge Zone and is not encroached by a Special Flood Hazard Area inundated by 100 year flood as identified by the U.S. Federal Emergency Management Agency Boundary Map, (Flood Insurance Rate Map), Community-Panel Number 48491C0275E, effective date September 26, 2008.

5.21.2020

Jack Garner

State of Texas

Licensed Professional Engineer No. 9844

JACK H. GARNER, JR

ROAD NAME AND 911 ADDRESSING APPROVAL:

Road name and address assignments verified this the 13th day of mau

Jeresa Baker Teresa Baker

STATE OF TEXAS COUNTY OF WILLIAMSON

Cole Strevey

cole@jphls.com

Registered Professional

Land Surveyor No. 6731

KNOW ALL MEN BY THESE PRESENTS:

That I, Cole Strevey, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as set were properly placed under my personal supervision, and that this plat is in conformance with the Williamson County Subdivision Regulations.

MAY 13, 2020



STATE OF TEXAS COUNTY OF WILLIAMSON

I, Nancy E. Rister, Clerk of County Court, with and for the County and State aforesaid, do hereby certify that the foregoing instrument of writing, and its authentication, was filed for record in my office on the ___ day of_____ O'clock__.M., and was duly recorded on this the __day of______, 20__, A.D. at ____ O'clock__.M, Plat Records of said county and state in Cabinet ____, Slides ____ witness my hand and seal of the county court of said County, at my office in Georgetown, Texas the last date written above.

Nancy E. Rister

Clerk, County Court Williamson County, Texas

STATE OF TEXAS COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS:

I, Bill Gravell, Jr., County Judge of Williamson County, Texas, do hereby certify that this map or plat, with field notes hereon, for a subdivision having been fully presented to the 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

FINAL PLAT

SANTA RITA ELEMENTARY ADDITION A SUBDIVISION OF 14.362 ACRES SITUATED IN THE NOAH SMITHWICK SURVEY, ABSTRACT NO. 590

SITUATED IN THE CITY OF LIBERTY HILL & E.T.J. WILLIAMSON COUNTY, TEXAS

PREPARED ON: APRIL 9, 2019

2019.009.006 Santa Rita Elem, Santa Rita Blvd, Williamson Co, Tx - PLAT.dwg © 2020 JPH Land Surveying, Inc. - All Rights Reserved 1516 E. Palm Valley Blvd., Ste. A4, Round Rock, Texas 78664 Telephone (817) 431-4971 www.jphlandsurveying.com TBPELS Firm #10019500 #10194073 #10193867

JPH Job/Drawing No. (see below)

DFW | Austin | Abilene

SHEET 2 OF 2

Meeting Date: 06/16/2020

Preliminary plat for the Blessing Ranch subdivision – Pct 2

Submitted For: Terron Evertson Submitted By: Adam

Boatright, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the preliminary plat for the Blessing Ranch subdivision – Precinct 2.

Background

This proposed subdivision consists of 25 lots and 1,487 linear feet of new public roads.

Timeline

2019-11-12 – initial submittal of preliminary plat

2019-12-06 – 1st review complete with comments

2019-12-23 – 2nd submittal of preliminary plat

2020-01-02 - 2nd review complete with comments

2020-02-21 - 3rd submittal of preliminary plat

2020-03-06 – 3rd review complete with comments

2020-06-04 – 4th submittal of preliminary plat

2020-06-10 – 4th review complete with comments clear

2020-06-11 – preliminary plat placed on June 16, 2020 Commissioners Court agenda for

consideration

Fiscal Impact

	From/To	Acct No.	Description	Amount
١	1 10111/10	ACCLING.	Description	Aillouit

Attachments

preliminary plat - Blessing Ranch

Form Review

Inbox Reviewed By Date

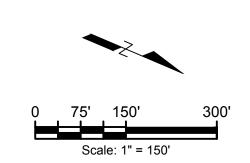
County Judge Exec Asst. Andrea Schiele 06/11/2020 11:52 AM

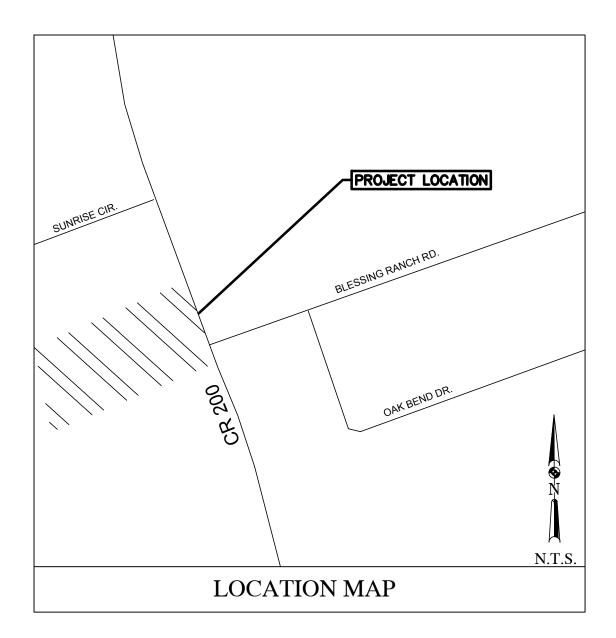
Form Started By: Adam Boatright Started On: 06/10/2020 09:40 PM

Final Approval Date: 06/11/2020

48.

LOT COUNT: 25 LOTS





PROPOSED ROADWAY SUMMARY		
STREET NAME:	BLESSING RANCH ESTATES	
ROW WIDTH:	60'	
PAVEMENT WIDTH:	28'	
ROADWAY LENGTH:	1454'	
DESIGN SPEED:	25 MPH	
MAINTENANCE AUTHORITY:	PUBLIC	
CLASSIFICATION:	RESIDENTIAL	

DEVELOPER: ARTHUR CORKER III CORKER DEVELOPME

CORKER DEVELOPMENT, LLC 113 PALO DURO LIBERTY HILL TX, 78642 ARTHURCORKERIII@YAHOO.COM 512-706-1852

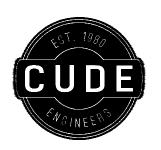
OWNER: ARTHUR CORKER III

CORKER DEVELOPMENT, LLC 113 PALO DURO LIBERTY HILL TX, 78642 ARTHURCORKERIII@YAHOO.COM

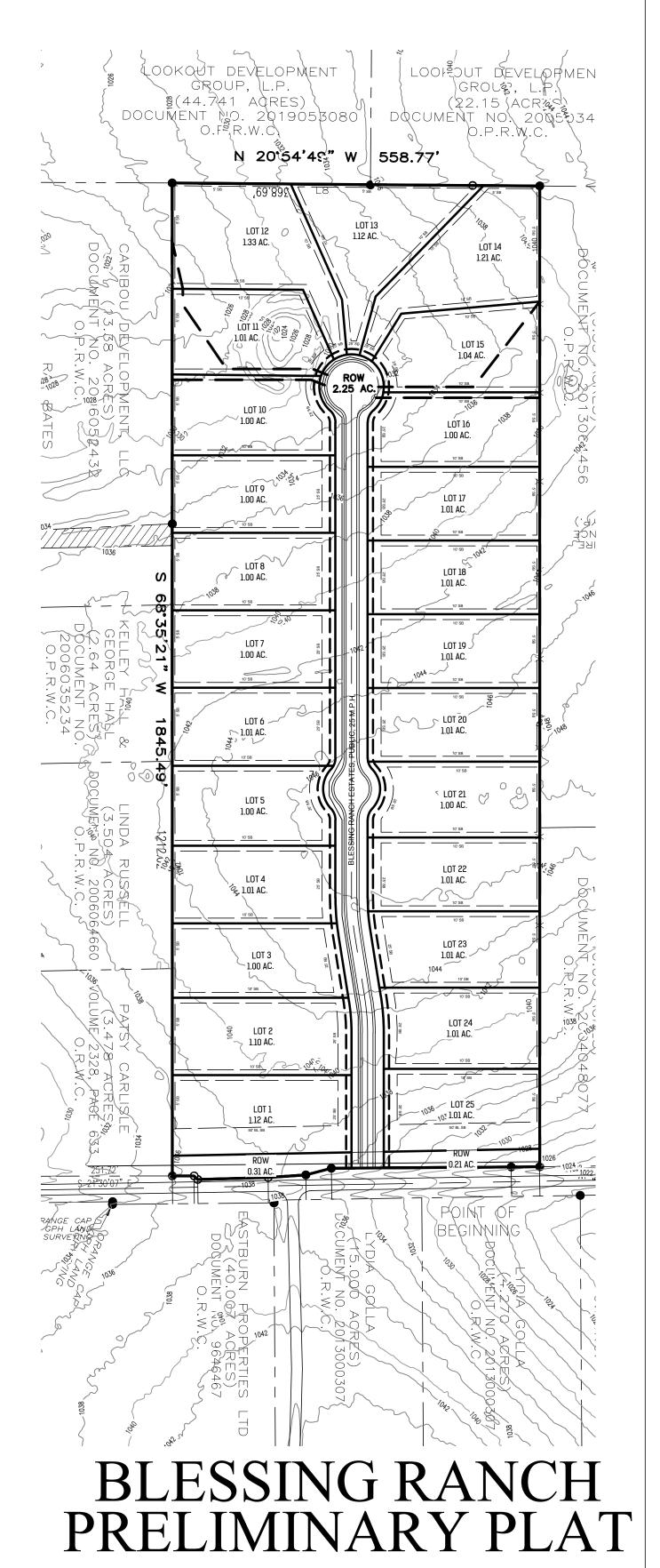
ENGINEER: CUDE ENGINEERS - AUSTIN, LLC 1620 LA JAITA DRIVE, STE. 250 CEDAR PARK, TEXAS 78613

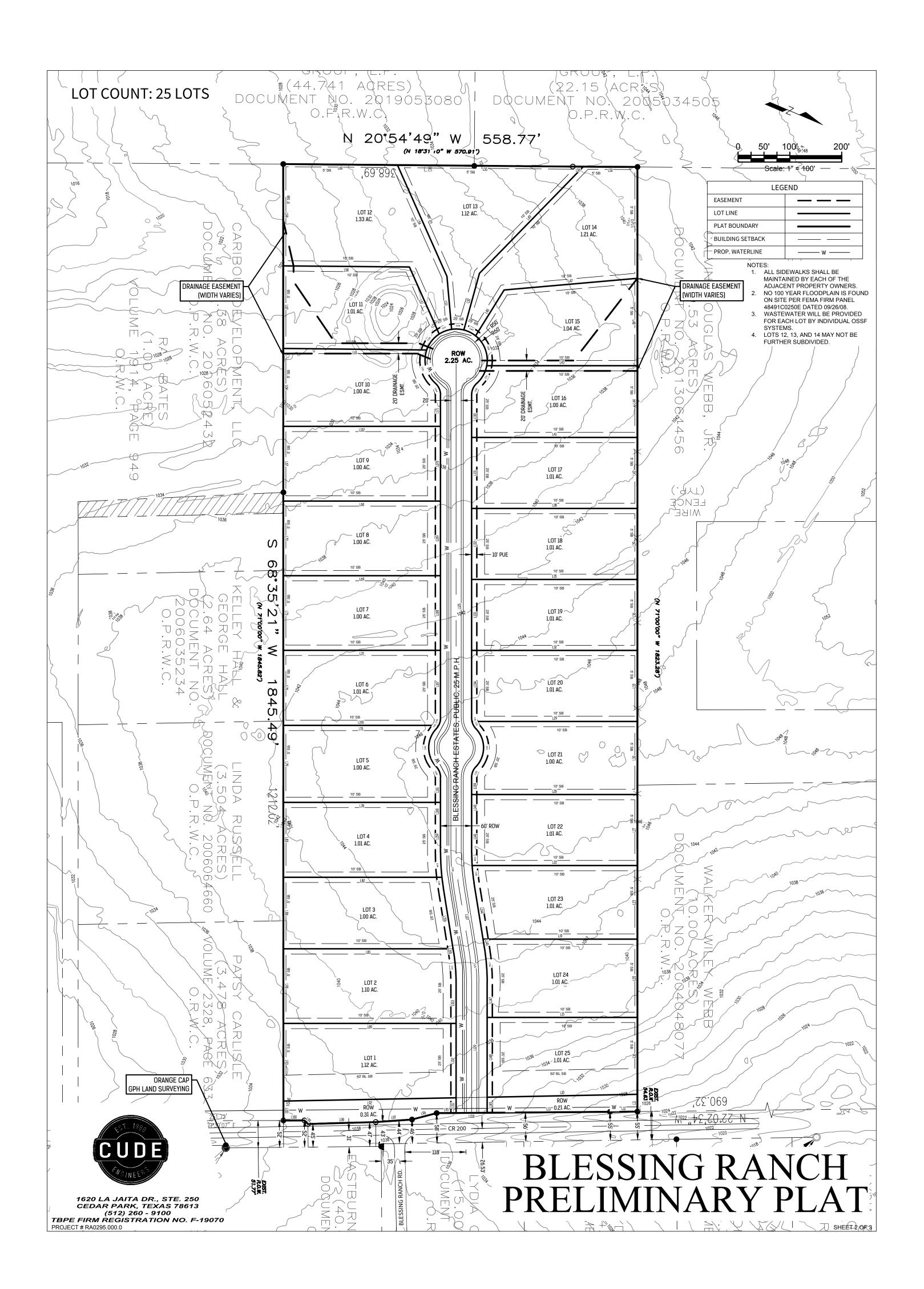
AREA: 28.796 AC.

AREA: 28.796 AC.
FEMA FIRM MAP: 48491C0250E, EFFECTIVE 09-26-2008
PROPOSED ROADWAYS: 1487 L.F.
SEWAGE DISPOSAL METHOD: PRIVATE SEWAGE COLLECTION SYSTEM
POTABLE WATER SUPPLY: PUBLIC WATER SYSTEM (CITY OF LIBERTY HILL)
DATE: 02/20/20
REVISED:



1620 LA JAITA DR., STE. 250 CEDAR PARK, TEXAS 78613 (512) 260 - 9100 TBPE FIRM REGISTRATION NO. F-19070 PROJECT # RA0295.000.0





LINE TABLE			
NUMBER	DIRECTION	DISTANCE	
L10	N 22°29'21" W	290.05'	
L11	N 68°35'50" E	33.23'	
L12	S 22°02'34" E	52.98'	
L13	S 21°49'06" E	237.03'	
L15	N 21°24'10" W	290.00'	
L16	N 68°35'50" E	148.50'	
L19	N 21°24'10" W	297.97'	
L20	N 68°35'50" E	151.00'	
L22	N 21°24'10" W	319.16'	
L23	N 68°35'50" E	142.00'	
L26	N 21°24'10" W	320.00'	
L27	N 68°35'50" E	137.00'	
L29	N 21°24'10" W	319.26'	
L30	N 68°35'50" E	141.00'	
L32	N 21°24'10" W	320.00'	
L33	N 68°35'50" E	137.00'	
L35	N 21°24'10" W	320.00'	
L36	N 68°35'50" E	137.00'	
L38	N 21°24'10" W	320.00'	
L39	N 68°35'50" E	137.00'	

LINE TABLE			
NUMBER	DIRECTION	DISTANCE	
L41	N 21°24'10" W	320.00'	
L42	N 68°35'50" E	137.00'	
L43	N 21°24'10" W	290.96'	
L44	N 68°35'50" E	138.45'	
L46	N 79°30'38" W	104.40'	
L47	N 26°23'19" W	258.27'	
L48	N 68°35'50" E	168.60'	
L49	N 67°09'10" W	287.42'	
L50	N 21°02'54" W	104.33'	
L51	N 68°35'50" E	214.89'	
L52	S 84°00'07" W	113.51'	
L53	S 63°35'11" W	102.66'	
L54	S 44°37'50" W	235.06'	
L55	N 20°54'49" W	338.39'	
L56	N 21°02'54" W	20.40'	
L57	S 44°37'50" W	141.57'	
L58	S 20°54'49" E	243.40'	
L59	S 68°35'21" W	196.47'	
L60	N 20°54'49" W	220.38'	
L61	S 20°46'54" E	276.75'	

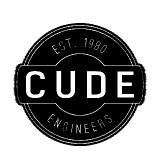
LINE TABLE			
NUMBER	DIRECTION	DISTANCE	
L62	S 68°35'21" W	159.19'	
L64	S 68°35'21" W	150.50'	
L66	S 21°24'10" E	303.38'	
L67	S 68°35'21" W	144.00'	
L69	S 21°24'10" E	303.36'	
L70	S 68°35'21" W	144.00'	
L72	S 21°24'10" E	303.34'	
L73	S 68°35'21" W	144.00'	
L75	S 21°24'10" E	299.70'	
L76	S 68°35'21" W	145.00'	
L78	S 21°24'10" E	303.30'	
L79	S 68°35'21" W	148.50'	
L82	S 21°24'10" E	305.92'	
L83	S 68°35'21" W	144.50'	
L85	S 21°24'10" E	327.52'	
L86	S 68°35'21" W	138.00'	
L89	S 21°24'10" E	333.24'	
L90	S 68°35'21" W	144.00'	
L92	S 22°29'21" E	333.28'	
L93	S 68°35'21" W	149.77'	

	LINE TABLE	
NUMBER	DIRECTION	DISTANCE
L95	S 21°49'06" E	37.49'
L96	S 36°00'39" E	49.05'
L97	S 25°20'15" E	70.26'
L98	S 23°01'00" E	130.90'
L99	S 23°31'00" W	9.52'
L100	S 21°33'15" E	40.57'
L101	S 68°35'21" W	37.56'
L102	S 21°24'10" E	303.40'
L125	N 68°35'50" E	950.28'
L127	N 59°29'28" E	125.84'
L129	N 68°35'50" E	251.06'
L130	N 68°35'50" E	82.08'
L131	N 68°35'50" E	137.00'
L132	N 68°35'50" E	137.00'
L133	N 68°35'50" E	137.00'
L134	N 68°35'50" E	130.38'
L139	N 68°35'50" E	32.92'
L140	N 68°35'50" E	50.00'
L141	N 68°35'50" E	62.11'
L144	N 59°29'28" E	109.71'

	LINE TABLE	
NUMBER	DIRECTION	DISTANCE
L145	N 59°29'28" E	16.13'
L147	N 68°35'50" E	67.01'
L148	N 68°35'50" E	154.00'
L149	N 68°35'50" E	30.05'
L150	S 21°49'06" E	60.00'
L151	S 68°35'50" W	29.34'
L152	S 68°35'50" W	143.45'
L153	S 68°35'50" W	78.70'
L155	S 59°29'28" W	6.83'
L156	S 59°29'28" W	119.02'
L159	S 68°35'50" W	62.11'
L160	S 68°35'50" W	34.82'
L161	S 68°35'50" W	48.10'
L165	N 21°24'10" W	299.70'
L167	S 68°35'50" W	130.70'
L168	S 68°35'50" W	144.00'
L169	S 68°35'50" W	144.00'
L170	S 68°35'50" W	144.00'
L171	S 68°35'50" W	60.77'

CURVE TABLE							
NUMBER	DELTA	RADIUS	ARC	CHORD	DIRECTION		
C28	9°06'23"	400.00'	63.57'	63.51'	N 64°02'39" E		
C29	9°06'23"	400.00'	63.57'	63.51'	N 64°02'39" E		
C30	12°44'20"	30.00'	6.67'	6.66'	N 62°13'40" E		
C31	30°58'02"	30.00'	16.21'	16.02'	N 40°22'29" E		
C32	87°24'45"	53.00'	80.86'	73.24'	N 68°35'50" E		
C33	43°42'23"	30.00'	22.88'	22.33'	S 89°32'58" E		
C34	3°51'24"	370.00'	24.91'	24.90'	N 66°40'08" E		
C35	5°14'59"	370.00'	33.90'	33.89'	N 62°06'57" E		
C36	9°06'23"	430.00'	68.34'	68.27'	N 64°02'39" E		
C37	9°06'23"	370.00'	58.81'	58.74'	S 64°02'39" W		
C38	2°45'17"	430.00'	20.67'	20.67'	S 60°52'06" W		
C39	6°21'06"	430.00'	47.67'	47.64'	S 65°25'17" W		
C40	43°42'23"	30.00'	22.88'	22.33'	S 46°44'39" W		
C41	87°24'45"	53.00'	80.86'	73.24'	S 68°35'50" W		
C42	15°14'22"	30.00'	7.98'	7.96'	N 75°18'58" W		
C43	28°28'00"	30.00'	14.91'	14.75'	S 82°49'50" W		
C44	48°11'23"	30.00'	25.23'	24.49'	S 44°30'09" W		
C45	67°18'26"	60.00'	70.48'	66.50'	S 54°03'40" W		
C46	38°01'45"	60.00'	39.82'	39.10'	N 73°16'14" W		
C47	24°33'49"	60.00'	25.72'	25.53'	N 41°58'27" W		

	CURVE TABLE						
NUMBER	DELTA	RADIUS	ARC	CHORD	DIRECTION		
C48	22°43'48"	60.00'	23.80'	23.65'	N 18°19'39" W		
C49	24°18'17"	60.00'	25.45'	25.26'	N 05°11'23" E		
C50	61°32'34"	60.00'	64.45'	61.39'	N 48°06'49" E		
C51	37°54'07"	60.00'	39.69'	38.97'	S 82°09'50" E		
C52	48°11'23"	30.00'	25.23'	24.49'	S 87°18'28" E		



BLESSING RANCH PRELIMINARY PLAT

Meeting Date: 06/16/2020

Final plat for the Santa Rita Ranch Phase 1 Section 19 subdivision - Pct 3

Submitted For: Terron Evertson Submitted By: Adam

Boatright, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 1 Section 19 subdivision – Precinct 3

Background

This is next section of the Santa Rita Ranch Phase 1 development. It consists of 49 single family lots, 2 open space & drainage easement lots and 2,699 linear feet of new public roads. Roadway and drainage construction are not yet complete but a financial security in the amount of \$1,307,131.50 has been posted with the County to cover the cost of the remaining construction.

Timeline

2019-05-07 – initial submittal of final plat

2019-05-28 – 1st review complete with comments

2020-01-14 – 2nd submittal of final plat

2020-01-28 – 2nd review complete with all comments cleared except for completing construction

2020-05-06 – receipt of financial security for the amount of the remaining construction

2020-06-10 - receipt of final plat with all signatures

2020-06-11 - final plat placed on the June 16, 2020 Commissioners Court agenda for

consideration

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

final plat - Santa Rita Ranch Ph 1 Sec 19

Form Review

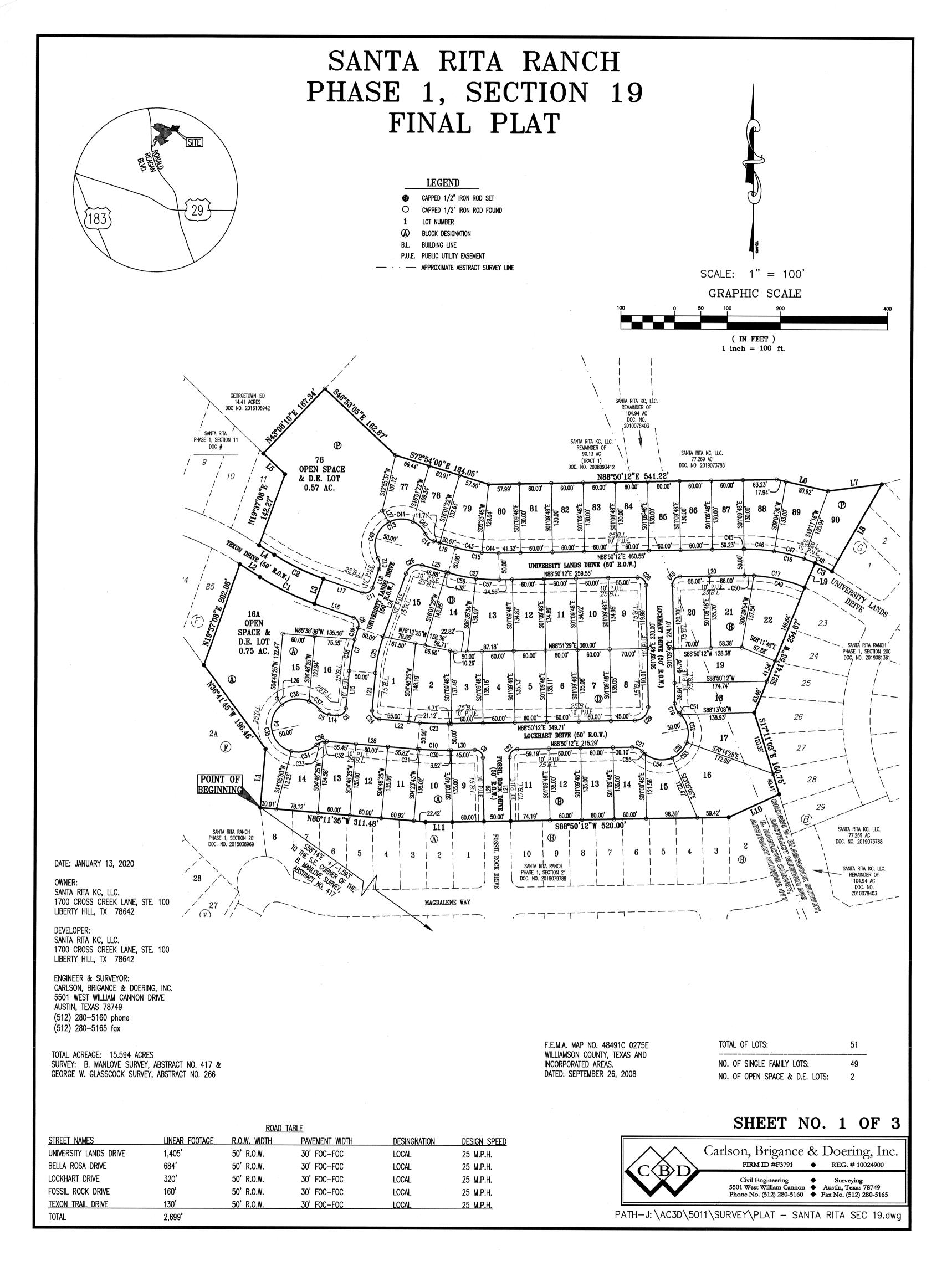
Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 06/11/2020 11:41 AM

Form Started By: Adam Boatright Started On: 06/10/2020 09:40 PM

Final Approval Date: 06/11/2020

49.



SANTA RITA RANCH PHASE 1, SECTION 19 FINAL PLAT

	Curve Table							
Curve #	Length	Radius	Chord Direction	Chord Length Tangent		DELTA		
C1	113.67	500.00	S64°00'45"E	113.43	57.08	13'01'34"		
C2	102.31	450.00	N64°00'43"W	102.09	51.38	13'01'34"		
C3	35.15	325.00	N63°47'59"W	35.13	17.59	6"11'49"		
C4	241.19	50.00	S04*48'25"W	66.67	44.72	276"22'46"		
C5	21.03	25.00	S61°05'54"E	20.41	11.18	48"11'23"		
C6	23.56	15.00	N49°48'25"E	21.21	15.00	90'00'00"		
C7	83.16	325.00	S12'08'15"W	82.94	41.81	14'39'41"		
C8	23.69	15.00	N25*17'01*W	21.31	15.13	90'30'03"		
C9	23.56	15.00	N46'09'48"W	21.21	15.00	90'00'00"		
C10	59.92	575.00	S88°10'42"E	59.89	29.99	5'58'13"		
C11	23.56	15.00	N64'28'06"E	21.21	15.00	90'00'00"		
C12	21.03	25.00	N04°37'36"W	20.41	11.18	48'11'23"		
C13	159.64	50.00	S62*44'44 * W	99.97	1952.41	182'56'02"		
C14	21.03	25.00	S49*52'56"E	20.41	11.18	48'11'23"		
C15	82.49	275.00	S82°34'13"E	82.18	41.56	17"11'10"		
C16	172.79	325.00	N75*55'56 *W	170.76	88.49	30°27'43"		
C17	116.46	275.00	N79'01'51 " W	115.60	59.12	24*15'54"		
C18	23.56	15.00	S43'50'12"W	21.21	15.00	90.00,00		
C19	21.03	25.00	S25*15'30"E	20.41	11.18	48'11'23"		
C20	162.65	50.00	N43'50'12"E	99.85	897.21	186"22'46"		
C21	21.03	25.00	N67"04'07"W	20.41	11.18	48'11'23"		
C22	23.56	15.00	S43'50'12"W	21.21	15.00	90'00'00"		
C23	54.71	525.00	S88'10'42"E	54.68	27.38	5'58'13"		
C24	23.56	15.00	S40"11'35"E	21.21	15.00	90'00'00"		
C25	70.37	275.00	S12'08'15"W	70.18	35.38	14'39'41"		
C26	37.77	25.00	S62°44'44"W	34.28	23.54	86'33'17"		
C27	97.49	325.00	S82*34'13"E	97.12	49.11	17"11'10"		
C28	23.56	15.00	N46*09'48 *W	21.21	15.00	90'00'00"		
C29	39.27	25.00	N43'50'12 " E	35.36	25.00	90'00'00"		
C30	55.78	575.00	S88°23'03"E	55.76	27.91	5'33'31"		

	Curve Table							
Curve #	Length	Radius	Chord Direction	Chord Length Tangent		DELTA		
C31	4.13	575.00	S85'23'56"E	4.13	2.07	0"24'42"		
C32	4.57	25.00	S89'33'59"W	4.57	2.29	10"28"52"		
C33	16.45	25.00	S65'28'18"W	16.16	8.54	37'42'31"		
C34	50.74	50.00	N75'41'27"E	48.59	27.80	58'08'51"		
C35	110.99	50.00	S11'38'40"E	89.56	100.68	127"10'54"		
C36	53.75	50.00	S82'44'39"W	51.20	29.80	61'35'44"		
C37	25.70	50.00	N51°43'51"W	25.42	13.14	29°27'17"		
C38	60.15	325.00	S10'06'33"W	60.07	30.16	10'36'17"		
C39	23.01	325.00	S17"26'24"W	23.01	11.51	4'03'24"		
C40	78.32	50.00	S16'09'16"W	70.56	49.78	89'45'06"		
C41	46.91	50.00	S87'54'21 " W	45.21	25.34	53'45'05"		
C42	34.41	50.00	N45'30'11 " W	33.73	17.92	39'25'51"		
C43	51.01	275.00	S79°17'26"E	50.93	25.58	10'37'37"		
C44	31.48	275.00	S87°53'02"E	31.46	15.76	6°33'33"		
C45	0.77	325.00	S88'54'15*W	0.77	0.38	0.08,00,		
C46	57.32	325.00	N85*58'33 * W	57.24	28.73	10'06'18"		
C47	57.35	325.00	N75*52*04 * W	57.28	28.75	10'06'40"		
C48	57.35	325.00	N65'45'25 " W	57.28	28.75	10'06'40"		
C49	98.23	275.00	N77'07'54 " W	97.71	49.65	20"28'00"		
C50	18.23	275.00	N89°15'51"W	18.23	9.12	3'47'54 "		
C51	3.92	50.00	N47'06'29"W	3.92	1.96	4"29'25"		
C52	56.39	50.00	N12'33'07"W	53.45	31.62	64'37'18"		
C53	41.15	50.00	N43°20'14"E	40.00	21.82	47'09'23"		
C54	53.85	50.00	S82"13"41"E	51.29	29.87	61'42'47"		
C55	7.33	50.00	S47"10'21"E	7.32	3.67	8'23'51"		
C56	53.49	325.00	S78'41'32"E	53.43	26.81	9'25'49"		
C57	44.00	325.00	S87"17"07"E	43.96	22.03	7'45'22"		
C58	21.03	25.00	S70'42'43"W	20.41	11.18	48'11'23"		

Line Table		Line Table			
	Length	Direction	Line #	Length	Direction
	111.00	N04'48'25"E	-L11	50.01	S89'58'09"W
	45.24	S57'30'22*E	L14	15.16	S85*11'35 * E
	50.00	N19°28'04"E	L15	71.07	S04'48'25"W
	33.53	N57'30'22"W	L16	77.98	N70°31'54"W
	56.33	N46'09'31"W	L17	77.98	N70'31'54"W
	98.87	S77'18'25 " E	L18	37.50	S19'28'06"W
	100.99	N82°24'06"E	L19	42.39	N73'58'38"W
	188.53	S29°17'55"W	L20	121.00	N88'50'12"E
	50.00	S23'06'06"W	L21	120.00	N01°09'48"W
	104.26	S65'21'41"W	L22	76.12	S85'11'35"E

ine Table			able	
ength	Direction	Line #	Length	Direction
50.01	S89"58'09"W	L23	71.07	S04'48'25"W
5.16	S85°11'35*E	L24	126.45	S19"28'06"W
1.07	S04°48'25"W	L25	51.21	N73*58'38"W
7.98	N70'31'54"W	L26	14.60	N38'03'13"W
7.98	N70'31'54"W	L27	25.00	S28'58'11"E
7.50	S19'28'06"W	L28	171.27	S85*11'35 * E
2.39	N73'58'38 " W	L29	120.00	N01'09'48"W
21.00	N88'50'12"E	L30	48.52	N88'50'12"E
20 00	NO1ºOQ'AR*W			

GENERAL:

- 1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83.
- 2. THIS SUBDIVISION LIES WITHIN THE CITY OF LIBERTY HILL EXTRA—TERRITORIAL JURISDICTION
- 3.IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS, AND REGULATIONS RELATING TO 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

DRAINAGE AND FLOODPLAIN:

- 1. 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.
- 2.A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
- 3. THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THIS PLAT WERE DETERMINED BY ADDING ONE (1) FOOT TO THE BASE FLOOD ELEVATION (BFE) AS DETERMINED BY A STUDY PREPARED BY CARLSON BRIGANCE, & DOERING, INC., PROJECT NO. 5052, DATED AUGUST 20, 2019.
- 4. 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.

WATER AND WASTEWATER:

- 1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
- 2.NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
- 3. WATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19A/GEORGETOWN UTILITY SYSTEMS.
- 4. WASTEWATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19A/CITY OF LIBERTY HILL.
- 5. ELECTRIC SERVICE IS PROVIDED BY: PEC

ROADWAY AND RIGHT-OF-WAY:

- 1. IN APPROVING THIS PLAT BY THE COMMISSIONERS 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 COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR 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.
- 2. SIDEWALKS SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION.
- 3. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
- 4. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO LANDSCAPING, IRRIGATION, LIGHTING, CUSTOM SIGNS, ARE PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON
- 5.NO CONSTRUCTION, PLANTING OR GRADING SHALL BE PERMITTED TO INTERFERE WITH SIGHT EASEMENTS BETWEEN THE HEIGHTS OF THREE AND EIGHT FEET AS MEASURED FROM THE CROWNS OF THE ADJACENT STREETS.
- 6. THE OWNER SHALL CREATE A MANDATORY HOMEOWNERS' ASSOCIATION THAT SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND LIABILITY OF ANY LANDSCAPING, IRRIGATION, SIDEWALKS, ILLUMINATION, SUBDIVISION IDENTIFICATION SIGNS, WATER QUALITY FEATURES, ETC. PLACED WITHIN THE WILLIAMSON COUNTY RIGHT-OF-WAY. THIS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO ENSURE THE PROPER FUNDING FOR MAINTENANCE.
- 7.A PUBLIC UTILITY EASEMENT 10 FEET WIDE IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHT-OF-WAY.

SHEET NO. 2 OF 3



Carlson, Brigance & Doering, Inc.

> Civil Engineering 5501 West William Cannon ♦ Austin, Texas 78749

Phone No. (512) 280-5160 Fax No. (512) 280-5165

SANTA RITA RANCH PHASE 1, SECTION 19 FINAL PLAT

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, JAMES EDWARD HORNE, VICE PRESIDENT, SANTA RITA KC. LLC., BEING OWNERS OF THAT CERTAIN CALLED 90.13 ACRES TRACT OF LAND. CONVEYED IN DOCUMENT NUMBER 2008093412, A CALLED 104.94 ACRE TRACT OF LAND CONVEYED IN DOCUMENT NUMBER 2010078403 AND A CALLED 77.269 ACRE TRACT OF LAND CONVEYED IN DOCUMENT NUMBER 2019073788, ALL OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, OUT OF AND A PART OF THE B. MANLOVE SURVEY, ABSTRACT NUMBER 417 AND THE GEORGE W. GLASSCOCK SURVEY, ABSTRACT NUMBER 266, BOTH SITUATED IN WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE SAID 15.594 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. THIS SUBDIVISION IS TO BE KNOWN AS:

"SANTA RITA RANCH, PHASE 1, SECTION 19"

SANTA RITA KC, LLC,

A TEXAS LIMITED LIABILITY COMPANY

MREM TEXAS MANAGER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS MANAGER

JAMÉS EDWARD HORNE. VICE PRESIDENT 1700 CROSS CREEK LANE, STE. 100 LIBERTY HILL, TX 78642

STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JAMES EDWARD HORNE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 2210 DAY OF DELL

NOTARY PUBLIC IN AND FOR WILLIAMSON COUNTY. TEXAS CONSENT OF MORTGAGEE



THE UNDERSIGNED, BEING THE SOLE OWNER AND HOLDER OF TWO DEED OF TRUST LIENS SECURED BY THE PROPERTY, THE FIRST DATED OCTOBER 31, 2013 RECORDED AS DOCUMENT NO. 2013103003 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY. TEXAS, SECURING A NOTE OF EVEN DATE THEREWITH, AND THE SECOND DATED JANUARY 31, 2018 RECORDED AS DOCUMENT NO. 2018009177, SECURING A NOTE OF EVEN DATE THEREWITH, EXECUTES THIS DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO THE TERMS AND PROVISIONS HEREOF.

INTERNATIONAL BANK OF COMMERCE.

A TEXAS BANKING ASSOCIATION

VILE PRESIDENT

STATE OF TEXAS COUNTY OF Travs

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

given under my hand and seal of office this the 20 day of April

MY COMMISSION EXPIRES 6-2-2020



STATE OF TEXAS:

COUNTY OF TRAVIS:

NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL #48491C-0275E, EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

I, STEVEN P. CATES, P.E., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY.

ENGINEERING BY:_ STEVEN P. CATES, P.E. NO. 93648 CARLSON, BRIGANCE & DOERING, INC.

5501 WEST WILLIAM CANNON DRIVE.

AUSTIN, TEXAS 78749



AARON V. THOMASON

STATE OF TEXAS:

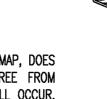
COUNTY OF TRAVIS:

CARLSON, BRIGANCE, & DOERING, INC. ID # F3791

I. AARON V. THOMASON, R.P.L.S., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE WILLIAMSON COUNTY SUBDIVISION ORDINANCE. ALL EASEMENTS OF RECORD ARE SHOWN OR NOTED ON THE PLAT.

23APRZ0ZU SURVEYED BY: AARON V. THOMASON, R.P.L.S. NO. 6214 CARLSON, BRIGANCE & DOERING, INC.

5501 WEST WILLIAM CANNON DRIVE, AUSTIN, TEXAS 78749 aaron@cbdeng.com



THIS FLOOD STATEMENT, AS DETERMINED BY A H.U.D.-F.I.A. FLOOD INSURANCE RATE MAP, DOES NOT IMPLY THAT THE PROPERTY OR THE IMPROVEMENTS THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR, AND FLOOD HEIGHTS MAY INCREASE BY MAN-MADE OR NATURAL CAUSES.

THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF ENGINEER OR SURVEYOR.

BEING ALL OF THAT CERTAIN 15.594 ACRE TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE B. MANLOVE SURVEY, ABSTRACT NUMBER 417 AND THE GEORGE W. GLASSCOCK SURVEY, ABSTRACT NUMBER 266, BOTH SITUATED IN WILLIAMSON COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF THE REMAINDER OF A CALLED 90.13 ACRE TRACT OF LAND (TRACT 1) CONVEYED TO SANTA RITA KC, LLC., IN DOCUMENT NUMBER 2008093412, A PORTION OF THE REMAINDER OF A CALLED 104.94 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC., IN DOCUMENT NUMBER 2010078403 AND A PORTION OF THE REMAINDER OF A CALLED 78.96 ACRE TRACT OF LAND (TRACT 3) CONVEYED TO SANTA RITA INVESTMENTS, LTD., IN DOCUMENT NUMBER 2010078328, ALL OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 15.594 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "RJ SURVEYING", BEING AN EASTERN CORNER OF LOT 2A, BLOCK F OF SANTA RITA RANCH, PHASE 1, SECTION 2B, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2015038969 (O.P.R.W.C.TX.), BEING ALSO THE NORTHWEST CORNER OF LOT 8, BLOCK A OF SANTA RITA RANCH, PHASE 1, SECTION 21, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2018079788, FOR THE SOUTHWEST CORNER AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT,

THENCE, OVER AND ACROSS SAID 90.13 ACRE TRACT OF LAND, AND WITH THE EAST LINE OF SAID LOT 2A, BLOCK F, THE FOLLOWING TWO (2) COURSES AND DISTANCES, NUMBERED 1

1) NO4"48"25"E, A DISTANCE OF 111.00 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "RJ SURVEYING", AND

2) N36'41'45"W, A DISTANCE OF 196.46 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "RJ SURVEYING" AT THE SOUTHERNMOST CORNER OF LOT 85, BLOCK F OF SANTA RITA. PHASE 1. SECTION 11. AS RECORDED IN DOCUMENT NUMBER 2018088452, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAME BEING AT A POINT IN THE NORTHEASTERN BOUNDARY LINE OF SAID LOT 2A, BLOCK F, FOR THE WESTERNMOST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, N19'37'08'E, WITH THE EAST LINE OF SAID LOT 85, BLOCK F, A DISTANCE OF 202.08 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "RJ SURVEYING" AT THE Northeast corner of said lot 85, same being in the south right -of-way line of texon trail drive (50' r.o.w.),

THENCE, CONTINUING OVER AND ACROSS SAID 90.13 ACRE TRACT, AND WITH THE RIGHT-OF-WAY LINE OF SAID TEXON TRAIL DRIVE, THE FOLLOWING FIVE (5) COURSES AND DISTANCES. NUMBERED 1 THROUGH 5,

1) S57'30'22'E, A DISTANCE OF 45.24 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "RJ SURVEYING" AT THE BEGINNING OF A CURVE TO THE LEFT. 2) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 500.00 FEET, AN ARC LENGTH OF 113.67 FEET, AND A CHORD THAT BEARS S64'00'45'E, A DISTANCE OF 113.43 FEET TO A

CAPPED 1/2 INCH IRON ROD FOUND STAMPED "RJ SURVEYING" AT THE SOUTHEAST TERMINUS OF SAID TEXON TRAIL DRIVE, 3) N19"28"04"E, A DISTANCE OF 50.00 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "RJ SURVEYING" AT THE NORTHEAST TERMINUS OF SAID TEXON TRAIL DRIVE, BEING AT

THE BEGINNING OF A CURVE TO THE RIGHT. 4) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 450.00 FEET, AN ARC LENGTH OF 102.31 FEET, AND A CHORD THAT BEARS N64°00'43"W, A DISTANCE OF 102.09 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "RJ SURVEYING", AND

5) N57'30'22'W, A DISTANCE OF 33.53 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "RJ SURVEYING" AT THE SOUTHEAST CORNER OF LOT 11, BLOCK P. OF SAID SANTA RITA, PHASE 1, SECTION 11,

THENCE, CONTINUING OVER AND ACROSS SAID 90.13 ACRE TRACT, AND WITH THE LINE OF SAID LOT 11, BLOCK P, THE FOLLOWING TWO (2) COURSES AND DISTANCES, NUMBERED 1 AND

1) N19°37'08"E, A DISTANCE OF 142.27 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "RJ SURVEYING". AND

2) N46'09'31"W, A DISTANCE OF 56.33 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND IN THE NORTHEAST LINE OF SAID LOT 11, BEING AT THE SOUTHERNMOST CORNER OF A CALLED 14.41 ACRE TRACT OF LAND CONVEYED TO GEORGETOWN ISD IN DOCUMENT NUMBER 2016108942, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS,

THENCE, N43'08'10'E, WITH THE SOUTHEAST LINE OF SAID 14.41 ACRE TRACT OF LAND, A DISTANCE OF 167.34 FEET TO A CAPPED 1/2 INCH IRON ROD SET. STAMPED "CBD SETSTONE" FOR THE NORTHERNMOST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, CONTINUING OVER AND ACROSS SAID 90.13 ACRE TRACT, SAID 104.94 ACRE TRACT, AND SAID 78.96 ACRE TRACT OF LAND, THE FOLLOWING FIVE (5) COURSES AND DISTANCES. NUMBERED 1 THROUGH 5.

S46°53'05"E, A DISTANCE OF 182.87 FEET TO A CAPPED 1/2 INCH IRON ROD SET. STAMPED "CBD SETSTONE".

2) S72'54'09"E, A DISTANCE OF 184.05 FEET TO A CAPPED 1/2 INCH IRON ROD SET, STAMPED "CBD SETSTONE",

3) N88'50'12"E, A DISTANCE OF 541.22 FEET TO A CAPPED 1/2 INCH IRON ROD SET, STAMPED "CBD SETSTONE", 4) S77'18'25'E, A DISTANCE OF 98.87 FEET TO A CAPPED 1/2 INCH IRON ROD SET, STAMPED "CBD SETSTONE", AND

5) N82'24'06"E, A DISTANCE OF 100.99 FEET TO A 1/2 INCH IRON ROD FOUND IN THE NORTH LINE OF LOT 3, BLOCK G, SANTA RITA RANCH, PHASE 1, SECTION 20C, RECORDED IN DOCUMENT NUMBER 2019081361, FOR THE NORTHEASTERN CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE, WITH THE WEST LINE OF SAID SANTA RITA RANCH, PHASE 1, SECTION 20C, AND CONTINUING OVER AND ACROSS SAID 78.96 ACRE TRACT AND SAID 104.94 ACRE TRACT OF LAND THE FOLLOWING FIVE (5) COURSES AND DISTANCES, NUMBERED 1 THROUGH 5.

1) S29°17'55"W, A DISTANCE OF 188.53 FEET TO A CAPPED 1/2 INCH IRON ROD SET, STAMPED "CBD SETSTONE" AT THE BEGINNING OF A CURVE TO THE LEFT, BEING AT THE WEST

CORNER OF LOT 1 OF SAID SANTA RITA RANCH, PHASE 1, SECTION 20C, BEING IN THE NORTHEAST LINE OF UNIVERSITY LAND AND DRIVE (50' R.O.W.) 2) WITH SAID UNIVERSITY LAND AND DRIVE AND ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 325.00 FEET, AN ARC LENGTH OF 35.15 FEET, AND A CHORD THAT BEARS N63'47'59"W, A DISTANCE OF 35.13 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, AND BEING AT THE NORTH TERMINUS OF SAID UNIVERSITY LAND AND DRIVE.

3) S23'06'06'W. WITH THE TERMINUS LINE OF SAID UNIVERSITY LAND AND DRIVE, A DISTANCE OF 50.00 FEET TO A 1/2 INCH IRON ROD FOUND AT THE NORTH CORNER OF LOT 23, BLOCK B, OF SAID SANTA RITA RANCH, PHASE 1, SECTION 20C,

4) S21'41'53'W, A DISTANCE OF 254.67 FEET TO A 1/2 INCH IRON ROD FOUND AT THE WEST CORNER OF LOT 26, BLOCK B, OF SAID SANTA RITA RANCH, PHASE 1, SECTION 20C, 5) S17'11'03"E, A DISTANCE OF 160.75 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND, STAMPED "RJ SURVEYING" IN THE SOUTHWEST LINE OF LOT 28. BLOCK B. OF SAID SANTA RITA RANCH, PHASE 1, SECTION 20C, BEING AT THE NORTHEAST CORNER OF LOT 1, BLOCK B OF SAID SANTA RITA RANCH, PHASE 1, SECTION 21, FOR THE SOUTHEAST CORNER OF THE

THENCE, WITH THE NORTH LINE OF SAID SANTA RITA RANCH, PHASE 1, SECTION 21, THE FOLLOWING FOUR (4) COURSES AND DISTANCES, NUMBERED 1 THROUGH 4,

1. S65'21'41"W, A DISTANCE OF 104.26 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND, STAMPED "RJ SURVEYING",

2. S88'50'12"W, A DISTANCE OF 520.00 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "RJ SURVEYING", 3. S89'58'09'W, A DISTANCE OF 50.01 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "RJ SURVEYING", AND

4. N85'11'35'W, A DISTANCE OF 311.48 FEET TO THE POINT OF BEGINNING AND CONTAINING 15.594 ACRES OF LAND.

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

SALLY McFERQN ` CITY OF LIBERTY HILL, TEXAS

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 22 DAY OF April , 2020A.D.

WILLIAMSON COUNTY ADDRESSING COORDINATOR WILLIAMSON COUNTY, TEXAS

PRINTED NAME: Cindy Bridges

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

, DEPUTY

STATE OF TEXAS COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS;

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 ____.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

SHEET NO. 3 OF 3



Carlson, Brigance & Doering, Inc.

> Civil Engineering 5501 West William Cannon ♦ Austin, Texas 78749

Surveying Phone No. (512) 280-5160 Fax No. (512) 280-5165

PATH-J:\AC3D\5011\SURVEY\PLAT - SANTA RITA SEC 19.dwg

Commissioners Court - Regular Session

Meeting Date: 06/16/2020

Preliminary plat for the Hillside at Coupland - Unit 2 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 Hillside at Coupland - Unit 2 subdivision – Precinct 4.

Background

This proposed subdivision consists of 17 lots and no new public roads.

Timeline

2019-12-16 - initial submittal of preliminary plat

2020-01-14 – 1st review complete with comments

2020-05-05 – 2nd submittal of preliminary plat

2020-05-20 - 2nd review complete with comments

2020-05-28 - 3rd submittal of preliminary plat

2020-06-09 – 3rd review complete with comments

2020-06-10 – 4th submittal of preliminary plat

2020-06-10 - 4th review complete with comments clear

2020-06-11 – preliminary plat placed on June 16, 2020 Commissioners Court agenda for

consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

preliminary plat - Hillside at Coupland - Unit 2

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 06/11/2020 11:39 AM

Form Started By: Adam Boatright Started On: 06/10/2020 09:41 PM

Final Approval Date: 06/11/2020

50.

SITE COUNTY LOCATION MAP

PRELIMINARY PLAT HILLSIDE AT COUPLAND - UNIT 2

A SUBDIVISION OF 28.715 ACRES, MORE OR LESS, OF LAND AREA IN THE HENRY H. WHEELER SURVEY, ABSTRACT NO. 672, IN WILLIAMSON COUNTY, TEXAS.,

FLOOD NOTE: NO PORTION OF THE PROPERTY SHOWN HEREON LIES WITHIN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP PANEL NO. 48491C0725E DATED 09/26/2008.

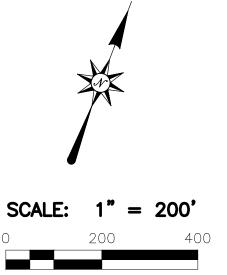
BENCHMARK: (TIED TO NGS H 805)

GENERAL PRELIMINAY NOTES: THIS PLAT LIES IN EMERGENCY SERVICES DISTRICT

THIS SUBDIVISION IS IN WILLIAMSON COUNTY AND IS NOT WITHIN ANY ETJ. 25' BUILIDNG SET BACK LINES ALONG COUNTY ROAD 461.

RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITH 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.

WATER SERVICE IN THIS SUBDIVISION WILL BE PROVIDED BY MANVILLE WATER SUPPLY CORPORATION. SEWAGE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEPTIC SYSTEM.



LEGEND

- IRON ROD FOUND CAPPED UNLESS OTHERWISE NOTED
- IRON ROD FOUND UNLESS OTHERWISE NOTED
- O IRON ROD SET WITH CAP MARKED "ATWELL LLC"

B.L. BUILDING LINE

O.R.W.C.T. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS *P.U.E.* PUBLIC UTILITY EASEMENT

NOT TO SCALE		
42.41 16.97 CENTERLINE	GERTRUDE GOETZ, TO EDWARD A. GOETZ, ET UX, (107.203 ACRES) MARCH 15, 2002	LOT 6
R.O.W. TO R.O.W.	(2002021349) DSED 0.7056 ACRE COUNTY POAD NO 461 \$21*15'45"E \$21*26'20"E	
	BLE WIDTH R.O.W. DEDICATION COUNTY ROAD NO. 47 25' 31.11	
51:00' 30' 10 U	30' TO CENTERLINE 8.89'	5 3 3 3 3 3 M M M M M M M M M M M M M M
ROW.	N68'33'40"E 1590.12' 9.31' R.O.W. DEDICATION	Will Marine Mari
E LOT 5 0 2 LOT 6 0 1 1.02 ACRE 20 1.02 ACRE	LOT 13 LOT 14 LOT 15 LOT 16 LOT 17	and the second of the second o
### ##################################	2.10 ACRES 2.10	The second secon
18 4 7 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8		SUZANNE D. PICCOLA & ANTHONY PICCOLA TO DAN MARTIN (CALLED 15.000 ACRES)
150.00 144.43' 144.43' 144.43' 150.00	11.26.37 57.9.37 57	JUNE 8, 2016 (2016049881)
LOT 44 1.02 ACRE	11.126.7 11.126.7 12.126	Sign of the second of the seco
S21'10'15"E 641.43' S68'33'40"W 15'P.U.E. 3' CENTERLINE TO R.O.W. 369-53' 15'P.U.E.		
LOT 3 1.02 ACRE 2.88 ACRES		
\$68.33.40"W 15PME \$	157.89 15	
Sob 35 40 W 15PUE 15PUE 15PUE 15PUE 15PUE 168 3340 W 15PUE 102 ACRE 1 407.80'	\$ \$68°33′40″W 345.44′ 15°0.E	TEXAS VETERANS PROPERTIES II.C.
S68*33*40"W 15P.U.E. N	LOT 12 00 00 00 00 00 00 00 00 00 00 00 00 00	TEXAS VETERANS PROPERTIES, LLC, TO OSCAR I. AND ROSA L. ZAPATA (HILLSIDE AT COUPLAND) (TRACT 1 – 10.40 ACRES)
370.66' 15PULE. 2.88 ACRES 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	TEXAS VETERANS PROPERTIES, LLC, TO XYLEM FARMS IND.	(DANUARY 30, 2020 (2020009531)
63.1% R.O.W. TO 357.19' 15 P.U.E. 15 P.U.E.	(HILLSIDE AT COUPLAND) (TRACT 4- 10.80 ACRES) SEPTEMBER 30, 2019 (2019093534)	
S68"33"40"W 1210.43	2-35%	1 1 565
VARIABLE WIDTH R.O.W. DEDICATION		
VARIABLE WIDTH R.O.W. DEDICATION ROW DEDICATION TEXAS VETERANS PROF TO ARTURO CARVAJAL L (HILLSIDE AT COL		
TEXAS VETERANS PROF TO ARTURO CARVAJAL L (HILLSIDE AT COL (TRACT 5 – 12.24 OCTOBER 1, 2	(IPLAND)	
(201909353	ACRES) 2019 30)	TEXAS VETERANS PROPERTIES, LLC,
PROBATE LAST	and the state of t	TEXAS VETERANS PROPERTIES, LLC, TO DEREK C. & MINDY M. PETERSON (HILLSIDE AT COUPLAND) (TRACT 2 – 10.76 ACRES) JANUARY 30, 2020
WILL AND IESTAMENT KATHRYN M. DAVIS FILED MARCH 4, 2013		(2020009525)
(2013019191) 585	The state of the s	
	The state of the s	8
	DISTRICT PETER	
	PARTITION DEED MRS. EMMA HENZE, ET AL, TO ARTHUR E. HENZE (48.11 ACRES)	
The state of the s	OCTOBER 26, 1973 (578/620)	

Line Table				
Line #	Direction	Length		
L1	N51° 39' 42"W	73.61'		
L2	N28° 51' 22"W	72.94'		
L3	N06° 58' 07"W	75.38'		
L4	N54° 27' 00"E	95.43'		
L5	S68° 29' 06"W	9.89'		

ATWELL, LLC, TBPLS FIRM NO. 10193726 ATWELL, LLC, TBPE NO. 12242

PROJECT:	HILLSIDE AT COUPLAND
JOB NUMBER:	
DATE:	APRIL 2020
SCALE:	1" = 100'
SURVEYOR:	ROBERT GERTSON, RPLS 6367
TECHNICIAN:	GTM

74.42' | 195.00'

68.49' 195.00'

117.46' 75.00'

C2

CURVE TABLE Curve # | Length | Radius | Central Angle | Chord Bearing | Chord

21°52'04"

20'07'25"

89*43'55"

S32°06'17"E

S53°06'01"E

S23°41'43"W

73.97

68.14

105.82'



PRELIMINARY PLAT OF HILLSIDE SUBDIVISION HENRY H. WHEELER SURVEY ABSTRACT NO. 672 WILLIAMSON COUNTY, TEXAS

SHEET OF 2

STATE OF TEXAS \$ \$ KNOW ALL MEN BY THESE PRESENTS;	GENERAL NOTES:
COUNTY OF WILLIAMSON § I, RUSSELL SPILLER, MANAGING MEMBER OF TEXAS VETERANS PROPERTY, LLC. OWNER OF THAT CERTAIN 83.833 ACRE	THIS PLAT LIES IN WILLIA THIS TRACT IS NOT LOCA
TRACT OF LAND, DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2019049240 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE 28.715 ACRES OF SAID 83.833 ACRE TRACT AS SHOWN HEREON,	3. THIS SUBDIVISION IS IN
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	4. 25' BUILDING SETBACK I
EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS "FINAL PLAT HILLSIDE"	5. RURAL MAILBOXES SHAL ALL MAILBOXES WITHIN COU
TO CERTIFY WHICH, WITNESS BY MY HAND THIS DAY OF, 20	DOES NOT MEET THIS REQU
	6. WATER SERVICE FOR THI
RUSSELL SPILLER, MANAGING MEMBER TEXAS VETERANS PROPERTY, LLC.	7. SEWAGE SERVICE FOR TH8. ALL SIDEWALKS ARE TO
8127 MESA DRIVE #206-53 AUSTIN, TEXAS 78759	9. THE MAXIMUM IMPERVIO
RUSSELL SPILLERS [RUSSELLSPILLERS@GMAIL.COM] CELL: 512-814-7357	CALCULATIONS.
OWNER'S RESPONSIBILITIES IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL	10. NO CONSTRUCTION IN HAS APPROVED THE WATER
APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.	11. ON-SITE SEWAGE FA SANITARIAN.
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.	12. ANY IMPROVEMENTS PR SIDEWALKS, SUBDIVISION ID AGREEMENT BETWEEN THE (
STATE OF TEXAS \$ \$ KNOW ALL MEN BY THESE PRESENTS;	13. MAINTENANCE RESPONSIE CONNECTION WITH DRAININ
COUNTY OF WILLIAMSON §	MANAGEMENT CONTROLS WIL
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED RUSSELL SPILLER, 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.	14. DRIVEWAY CULVERTS OF 22 FEET, AND SHALL STANDARD DETAIL 508S-20 CULVERTS SHALL BE INSTA ALL DRIVEWAY CULVERTS SI
WITNESS MY HAND AND SEAL OF OFFICE, THIS THE DAY OF, 20 A.D.,	DESIGNED BY A REGISTERED 15. RESIDENTIAL DRIVEWAYS
NOTARY PUBLIC SIGNATURE	PERCENT OF THE PARCEL F
NOTARY PUBLIC PRINT OR TYPE NAME MY COMMISSION EXPIRES:	SUBDIVISION REGULATIONS, CONDITIONS.
STATE OF TEXAS §	17. A DE FACTO CERTIFI CERTIFICATE IS VALID UNTIL
§ KNOW ALL MEN BY THESE PRESENTS; COUNTY OF WILLIAMSON §	18. EXCEPT IN CERTAIN IS: ELEVATION SHALL BE ONE
I, JOHN W. PLEUTHNER, LEIN HOLDER OF THE CERTAIN 83.833 ACRE TRACT OF LAND, DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2019049240 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE	THE PERIMETER OF THE BU
28.715 ACRES OF SAID 83.833 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,	19. ALL PUBLIC ROADWAYS20. IN APPROVING THIS PI
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 OAK GROVE"	THE BUILDING OF ALL ROA CONSTRUCTED OR PLACED
TO CERTIFY WHICH, WITNESS BY MY HAND THIS DAY OF, 20	ACCORDANCE WITH THE PLATEXAS. SAID COMMISSIONE
	THOROUGHFARES SHOWN C CONNECTION THEREWITH. T SUBDIVISION, OTHER THAN
JOHN W. PLEUTHNER	,
STATE OF TEXAS § \$ KNOW ALL MEN BY THESE PRESENTS; COUNTY OF WILLIAMSON §	STATE OF TEXAS
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY	COUNTY OF WILLIAMSON §
APPEARED JOHN W. PLEUTHNER, 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.	I, THE UNDERSIGNED, MARK CERTIFY THAT PROPER ENG
WITNESS MY HAND AND SEAL OF OFFICE, THIS THE DAY OF, 20 A.D.,	ACCORDANCE TO THE COUNCIL. THIS TRACT IS NO
NOTARY RURUS CONTURE	
NOTARY PUBLIC SIGNATURE	MARK T. ZUPAN, P.E. TEXAS LICENSED PROFESSIO
NOTARY PUBLIC PRINT OR TYPE NAME MY COMMISSION EXPIRES:	ATWELL, LLC, TBPE NO. 12: 3815 S. CAPITAL OF TEXAS AUSTIN, TX 78704
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
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 AND WILLIAMSON COUNTY ON—SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE	STATE OF TEXAS §
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.	COUNTY OF WILLIAMSON §
	I, ROBERT GERTSON., A RI THE STATE OF TEXAS TO
J. TERRON EVERTSON, PE, DR, CFM DATE	COMPLIES WITH THE SURV AND CORRECT TO THE BE GROUND UNDER MY DIREC
COUNTY ENGINEER	THE PLAT.
	ROBERT GERTSON REGISTERED PROFESSIONAL

THIS PLAT LIES IN WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT 7.

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

. THIS SUBDIVISION IS IN WILLIAMSON COUNTY AND IS NOT WITHIN ANY ETJ.

. 25' BUILDING SETBACK LINES ALONG COUNTY ROAD 461.

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.

WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY PRIVATE WATER WELL.

SEWAGE SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEPTIC SYSTEM.

. ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS

THE MAXIMUM IMPERVIOUS COVER PER LOT IS 7000 SQUARE FEET ACCORDING TO THE ASSUMED HYDROLOGIC

10. 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.

ON-SITE SEWAGE FACILITIES MUST BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER OR REGISTERED

2. ANY IMPROVEMENTS PROPOSED WITHIN THE RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, IRRIGATION, LANDSCAPING, SIDEWALKS, SUBDIVISION IDENTIFICATION SIGNS, ETC. SHALL BE MAINTAINED IN ACCORDANCE WITH AN EXECUTED LICENSE AGREEMENT BETWEEN THE COUNTY AND THE OWNER.

13. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER

14. DRIVEWAY CULVERTS SHALL HAVE A MINIMUM INTERIOR DIAMETER OF 18" OR EQUAL AND A MINIMUM LENGTH DF 22 FEET, AND SHALL INCLUDE A CONCRETE APRON SAFETY TREATMENT IN ACCORDANCE WITH CITY OF AUSTIN STANDARD DETAIL 508S—20, "STORMDRAIN OUTFALL PROTECTION CULVERT UNDER ROADWAY/INLINE". LARGER OR LONGER CULVERTS SHALL BE INSTALLED IF NECESSARY TO ACCOMMODATE DRAINAGE BASED UPON Á 10-YEAR FLOW FREQUENCY. ALL DRIVEWAY CULVERTS SHALL HAVE SAFETY END TREATMENTS WITH CONCRETE APRONS. THE DRIVEWAY CULVERTS WERE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER PER B11.3 AND B11.4.

5. RESIDENTIAL DRIVEWAYS ARE TO BE LOCATED ON CLOSER TO THE CORNER OF INTERSECTING RIGHTS OF WAY THEN 60 PERCENT OF THE PARCEL FRONTAGE OR 50 FEET, WHICH EVER IS LESS.

6. 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.

7. A DE FACTO CERTIFICATE OF COMPLIANCE IS HERBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.

8. 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 LOCÁTED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.

19. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

20. IN APPROVING THIS PLAT BY THE COMMISSIONERS 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 COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS 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 THERWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.

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

THE UNDERSIGNED, MARK T. ZUPAN, P.E. (A REGISTERED PROFESSIONAL ENGINEER) IN THE STATE OF TEXAS, HEREBY ĆERTIFY THAT PROPER ENGINEERING CÓNSIDERÀTION HAS BEEN GIVEN TO THIS PLAT; ÁND THAT ALL ASPECT OF ÍT ARE IN ACCORDANCE TO THE COUNTY OF WILLIAMSON SUBDIVISION ORDINANCE. EXCEPT FOR THE VARIANCES GRANTED BY THE CITY COUNCIL. THIS TRACT IS NOT LOCATED IN THE EDWARDS AQUIFER RECHARGE ZONE.

TEXAS LICENSED PROFESSIONAL ENGINEER NO. 128994 ATWELL, LLC, TBPE NO. 12242 3815 S. CAPITAL OF TEXAS HWY, SUITE 300 AUSTIN, TX 78704

STATE OF TEXAS § KNOW ALL MEN BY THESE PRESENTS;

I, ROBERT GERTSON., A REGISTERED PROFESSIONAL LAND SURVEYOR, AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING, DO HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEYING RELATED PORTION OF WILLIAMSON COUNTY, SUBDIVISION ORDINANCE, IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND WAS PREPARED FROM A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION. ALL EASEMENTS OF RECORD ARE SHOWN OR NOTED ON

REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6367 - STATE OF TEXAS ATWELL. LLC 3815 S. CAPITAL OF TEXAS HWY, SUITE 300 AUSTIN, TX 78704 PHONE: 512-904-0505 TBPLS FIRM REGISTRATION NO. 10193726



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.

NO LOT IN THIS SUBDIVISION IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0725E, EFFECTIVE DATE SEPTEMBER 9TH, 2008 FOR WILLIAMSON COUNTY, TEXAS.

A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES

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 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, PE, DR, CFM	DATE			
COUNTY ENGINEER				
ROAD NAME AND 911 ADDRESSING APPROVAL				
ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE	DAY OF	, 20 A.D.		

WILLIAMSON COUNTY ADDRESSING COORDINATOR

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	Ş						
		§	KNOW	ALL	MEN	BY	THESE	PRESENTS
COLINITY	AL WILLIAMCON	S						

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, TEXA	AS	
STATE OF TEXAS	§	
	§ KNOW ALL MEN BY THESE PRESENTS;	
COUNTY OF WILLIAMSON	8	

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

__, DEPUTY

ATWELL, LLC, TBPLS FIRM NO. 10193726 ATWELL, LLC, TBPE NO. 12242

PROJECT:	HILLSIDE AT COUPLAND
JOB NUMBER:	
DATE:	APRIL 2020
SCALE:	
SURVEYOR:	ROBERT GERTSON, RPLS 6367
TECHNICIAN:	GTM



Commissioners Court - Regular Session

Meeting Date: 06/16/2020

Preliminary plat for the Santa Rita Ranch Phase 3 subdivision – Pct 3

Submitted For: Terron Evertson Submitted By: Adam

Boatright, Infrastructure

51.

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 Santa Rita Ranch Phase 3 subdivision – Precinct 3.

Background

This proposed subdivision consists of 450 single family lots, 3 open space/water quality/drainage/landscape/utility lots, 3 open space/landscape/utility lots and 17,677 linear feet of new public roads.

Timeline

2019-10-16 – initial submittal of preliminary plat

2019-11-15 – 1st review complete with comments

2020-02-07 – 2nd submittal of preliminary plat

2020-02-21 – 2nd review complete with comments

2020-04-30 – 3rd submittal of preliminary plat

2020-05-08 – 3rd review complete with comments

2020-05-11 - 4th submittal of preliminary plat

2020-05-26 – 4th review complete with comments

2020-06-06 – 5th submittal of preliminary plat

2020-06-09 – 5th review complete with comments

2020-06-10 – 6th submittal of preliminary plat

2020-06-10 - 6th review complete with comments clear

2020-06-11 – preliminary plat placed on June 16, 2020 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

preliminary plat - Santa Rita Ranch Ph 3

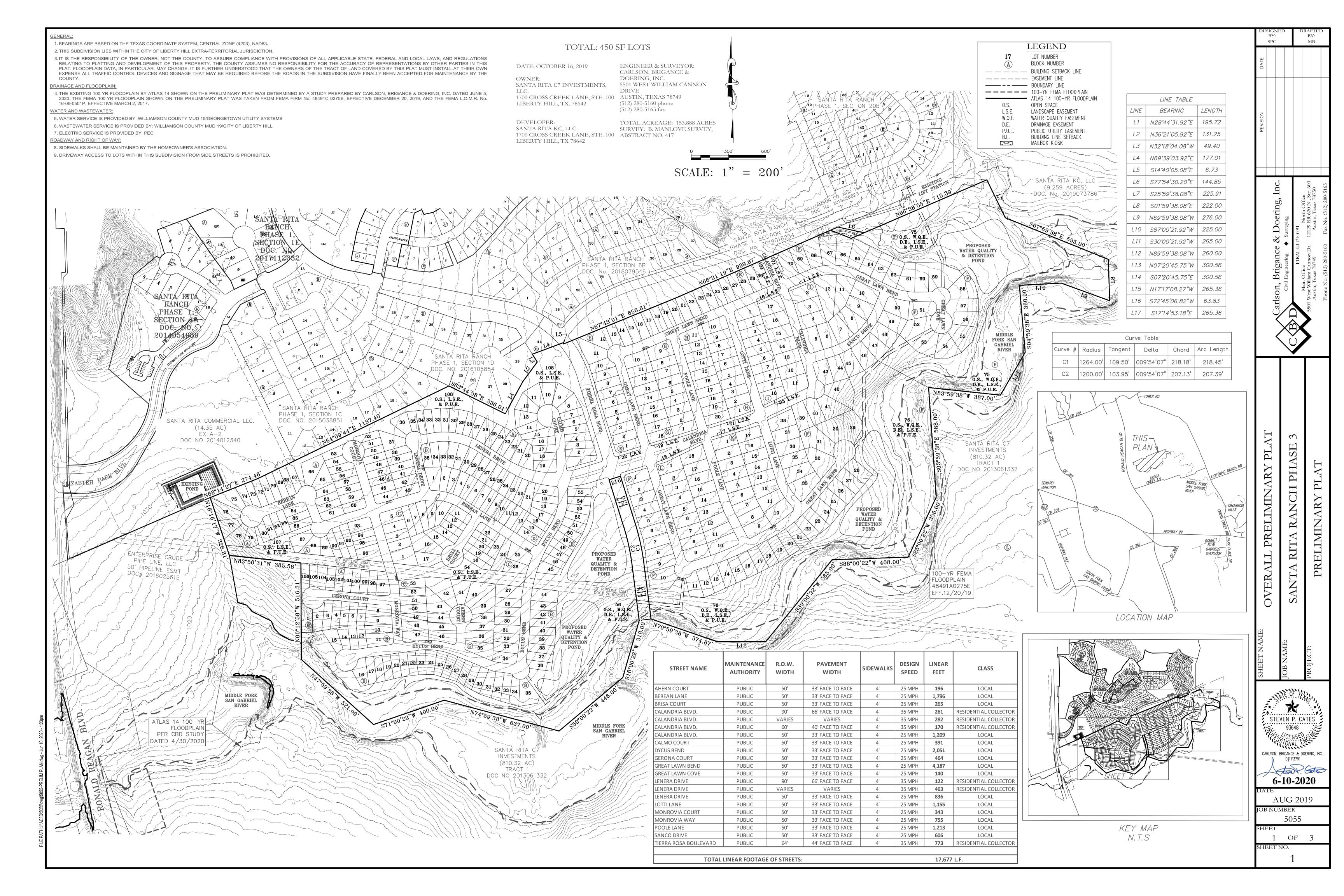
Form Review

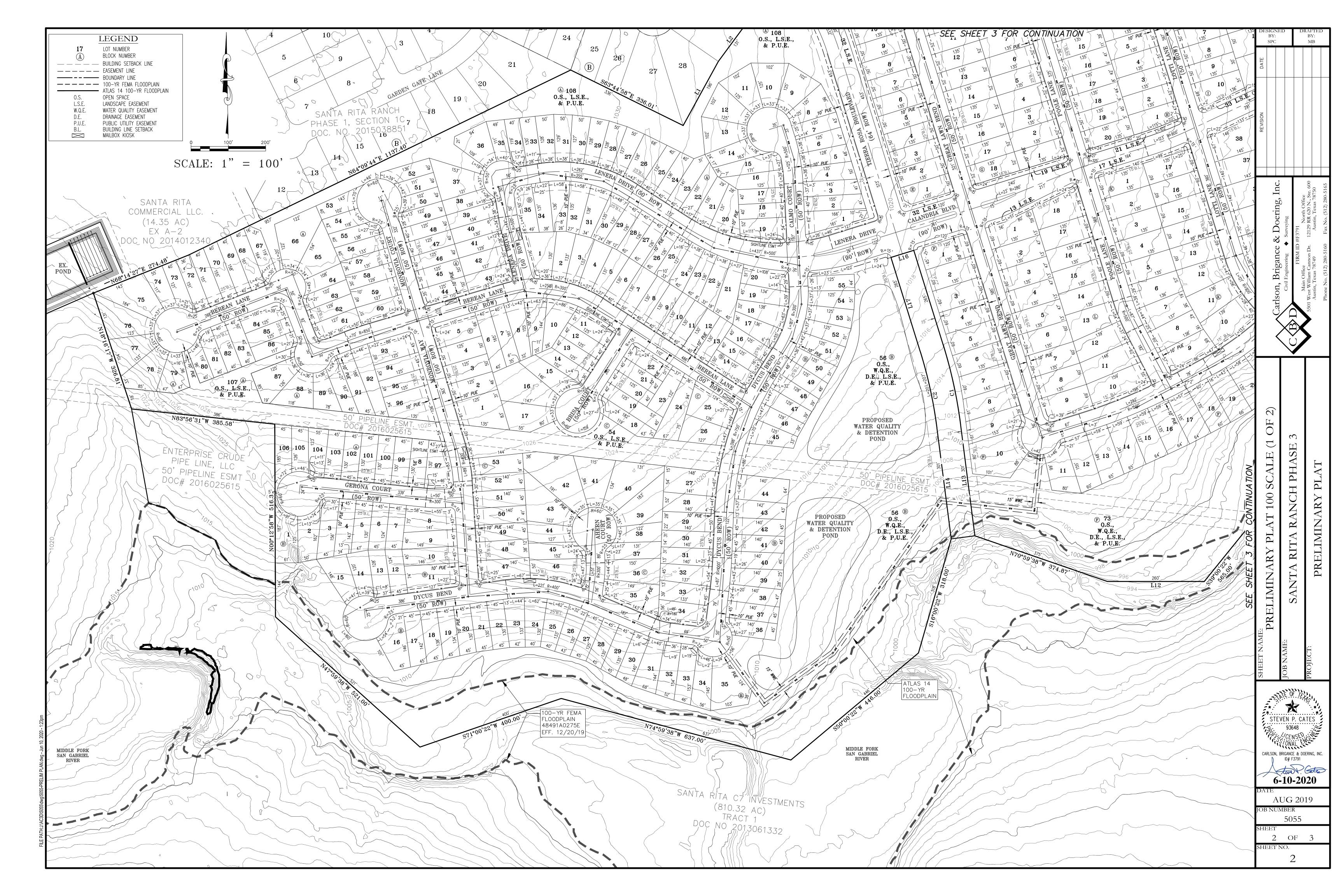
Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 06/11/2020 11:40 AM

Form Started By: Adam Boatright Started On: 06/10/2020 09:41 PM

Final Approval Date: 06/11/2020







Commissioners Court - Regular Session

Meeting Date: 06/16/2020

Final plat for the Bailey Park Phase II subdivision - Pct 3

Submitted For: Terron Evertson Submitted By: Adam

Boatright, Infrastructure

52.

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 Bailey Park Phase II subdivision – Precinct 3.

Background

This is the next section of the Bailey Park Phase development. It consists of 112 lots, 2 green space/drainage lots, and 3,869 linear feet of new public roads. Roadway and drainage construction has been completed.

Timeline

2019-09-18 – initial submittal of final plat

2019-10-18 – 1st review complete with comments

2020-01-23 - 2nd submittal of final plat

2020-01-24 – 2nd review complete with comments

2020-06-10 – 3rd submittal of final plat with all signatures

2020-06-11 – 3rd review complete with comments clear

2020-06-11 - final plat placed on the June 16, 2020 Commissioners Court agenda for

consideration

Fiscal Impact

	From/To	Acct No.	Description	Amount
- 1			•	1

Attachments

final plat - Bailey Park Ph II

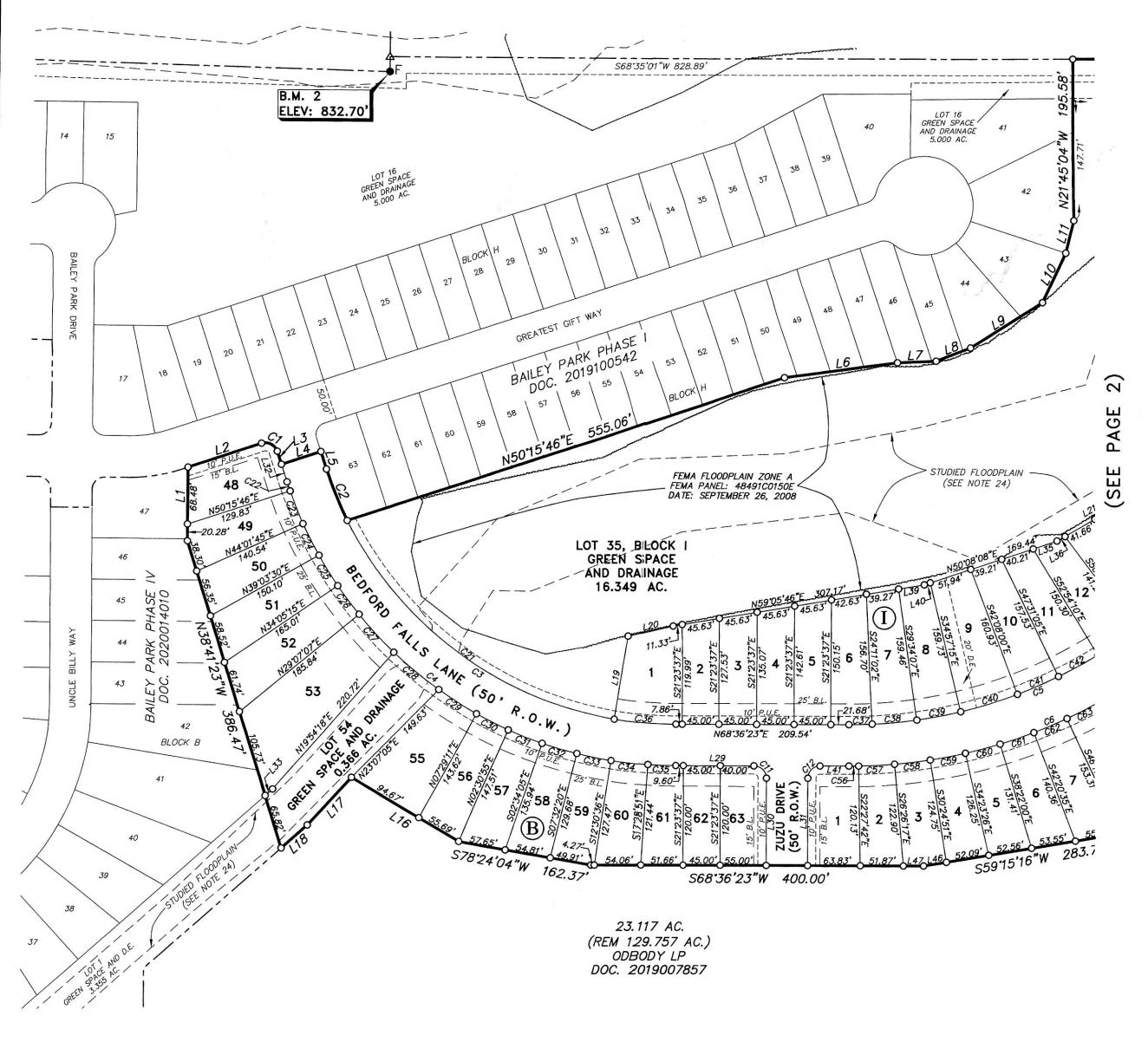
Form Review

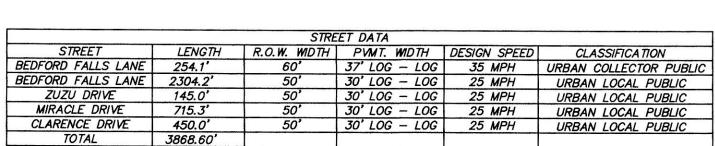
Inbox Reviewed By Date

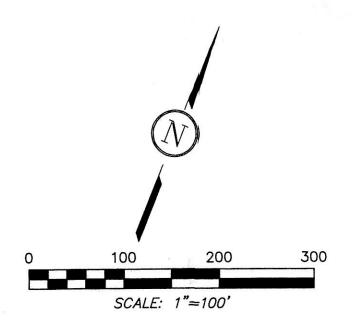
County Judge Exec Asst. Andrea Schiele 06/11/2020 11:45 AM

Form Started By: Adam Boatright Started On: 06/10/2020 09:42 PM

Final Approval Date: 06/11/2020







BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83) CENTRAL ZONE. DISTANCES ARE SURFACÉ. SURFACE TO GRID COMBINED SCALE FACTOR 0.9998800.

ELEVATIONS ARE NAVD88 (GEOID 12A)

SITE BENCHMARK #1 - 1/2" STEEL PIN FOUND W/CAP EAST SIDE COUNTY ROAD 332 ELEV. 827.24

SITE BENCHMARK #2 -1/2" STEEL PIN FOUND W/CAP MARKEID "FOREST" ELEV. 832.70'

ELEVATIONS (NAVD88, GEOID 12A)

BUILDING SETBACKS:

FRONT STREET 25' SIDE STREET 15' REAR 10' 5' SIDE

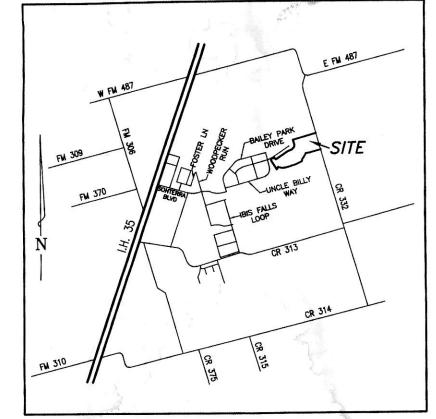
LOT SUMMARY:

DEVELOPED LOTS 112 GREEN SPACE/DRAINIAGE LOTS 2

TOTAL LOTS

	MINIMUM FINISHED	FLOIOR ELEVATION
	LOT & BLOCK	MINIMUM F.F.E.
	LOT 1, BLOCK I	841.5
	LOT 2, BLOCK I	841.0'
	LOT 3, BLOCK I	840.0'
	LOT 4, BLOCK I	<i>839.0</i> ′
	LOT 5, BLOCK I	838.61
	LOT 6, BLOCK I	<i>838.0</i> ′
	LOT 7, BLOCK I	<i>837.5</i> ′
	LOT 8, BLOCK I	<i>837.0</i> ′
3	LOT 9, BLOCK I	<i>836.0</i> ′
	LOT 10, BLOCK I	<i>835.5</i> ′
	LOT 11, BLOCK I	<i>835.0</i> ′
	LOT 12, BLOCK I	834.5'
	LOT 13, BLOCK I	834.0'
	LOT 14, BLOCK I	833.5'
	LOT 15, BLOCK I	<i>833.0</i> ′
	LOT 16, BLOCK I	<i>833.0</i> '
	LOT 17, BLOCK I	832.5'
	LOT 18, BLOCK I	<i>832.0</i> ′
	LOT 19, BLOCK I	<i>831.5</i> ′
	LOT 20, BLOCK I	831.0'
	LOT 21, BLOCK I	<i>831.0</i> ′
	LOT 22, BLOCK I	831.0'
	LOT 23, BLOCK I	831.0'
	LOT 24, BLOCK I	829.0'
	LOT 25, BLOCK I	<i>828.5</i> ′
8	LOT 26, BLOCK I	<i>826.0</i> ′
	LOT 27, BLOCK I	824.0'
	LOT 28, BLOCK I	<i>820.0</i> ′
	LOT 53, BLOCK B	848.0'
	LOT 55, BLOCK B	848.0'

RE-SUBMITTAL DATE: DEC. 12, 2019 SUBMITTAL DATE: SEPTEMBER 17, 2019



LOCATION MAP

LEGAL DESCRIPTION: 33.086 ACRES OUT OF THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54, WILLIAMSON COUNTY, TEXAS

OWNER: SONWEST CO 3939 BEE CAVE ROAD, SUITE C-100 AUSTIN, TEXAS 78746

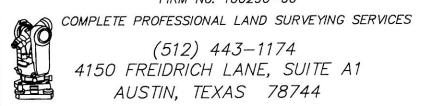
ENGINEER: SCOTT J. FOSTER, P.E. 360 PROFESSIONAL SERVICES, INC. TEXAS REGISTRATION F4932 P.O. BOX 3639 CEDAR PARK, TEXAS 78630 512-354-4682

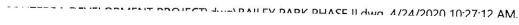
SURVEYOR: TIMOTHY A. LENZ, R.P.L.S. LENZ & ASSOCIATES, INC. FIRM NO. 100290-00 4150 FREIDRICH LANE, SUITE A1 AUSTIN, TEXAS 78744 512-443-1174

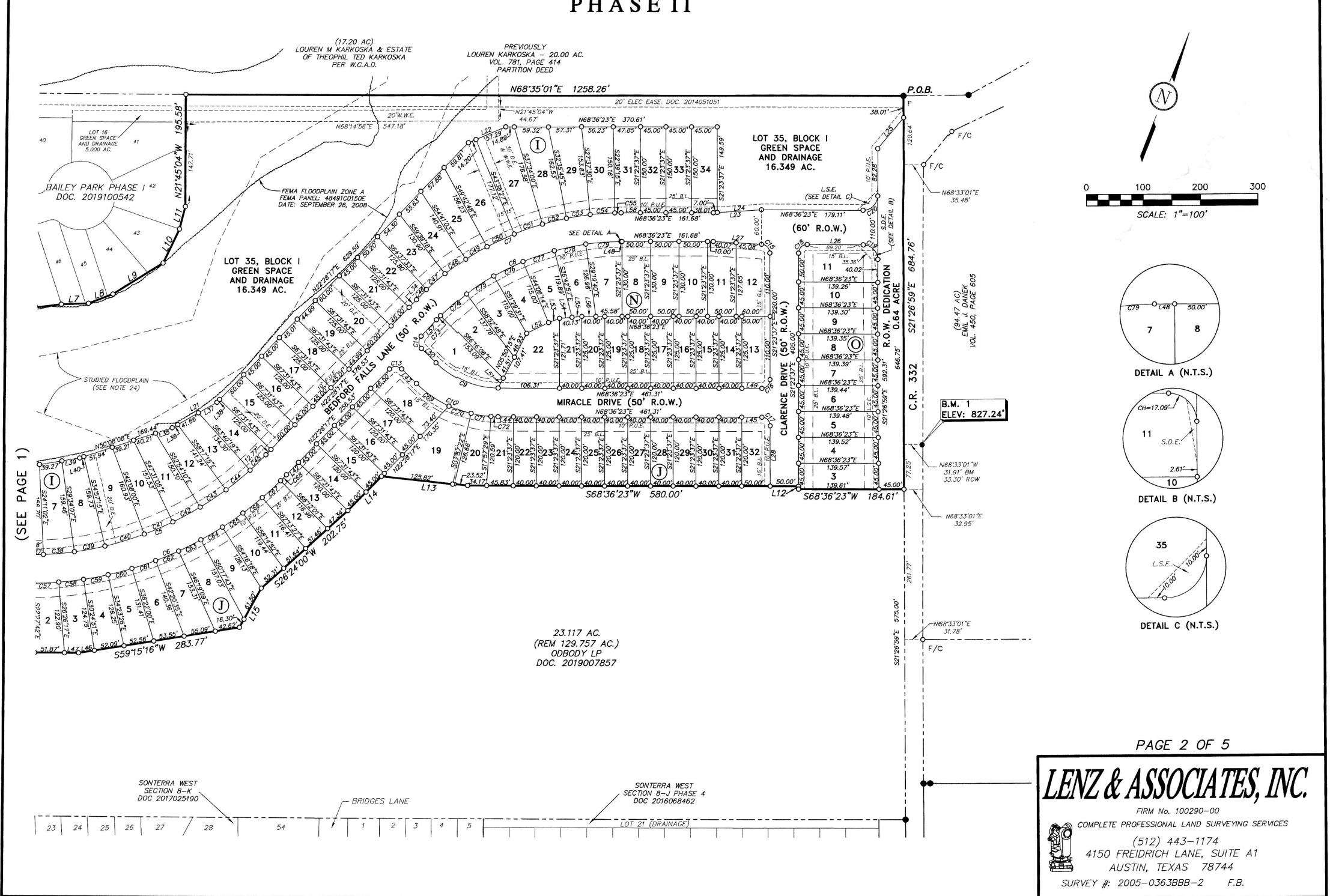
LEGEND

CONCRETE MONUMENT FOUND 1/2"STEEL PIN FOUND (UNLESS NOTED) 1/2"STEEL PIN FOUND CAP MARKED 'RPLS 1817' 1/2"STEEL PIN FOUND W/ CAP MARKED 'FOREST' 1/2"STEEL PIN SET W/CAP MARKED 'LENZ & ASSOC.' PIPE FOUND 60d NAIL FOUND AT FENCE CORNER COMPUTED POINT MAILBOX CLUSTER F SPINDLE FOUND P.O.C. POINT OF COMMENCEMENT P.O.B. POINT OF BEGINNING F/CO FENCE CORNER POST P.U.E. PUBLIC UTILITY EASEMENT D.E. DRAINAGE EASEMENT W.W.E. WASTEWATER EASEMENT W.L.E. WATERLINE EASEMENT S.D.E. SIGHT DISTANCE EASEMENT B.L. BUILDING LINE (BRG.~DIST.) RECORD CALL J BLOCK LABEL R.O.W. RIGHT-OF-WAY L.S.E. LANDSCAPE EASEMENT

PAGE 1 OF 5







FIELD NOTE DESCRIPTION 33.086 ACRES ISAAC BUNKER SURVEY, A-54 WILLIAMSON COUNTY, TEXAS

FIELD NOTE DESCRIPTION OF 33.086 ACRES OF LAND OUT OF THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54, WILLIAMSON COUNTY, TEXAS, BEING ALL OF THAT CERTAIN TRACT DESCRIBED IN A DEED TO SONWEST CO RECORDED IN DOCUMENT NUMBER _____ OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. THE SAID 33.086 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

NOTE: ALL STEEL PINS SET CITED HEREIN ARE 1/2 INCH DIAMETER WITH CAP MARKED LENZ & ASSOC. BEARINGS CITED HEREIN ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE.

BEGINNING, AT A 1/2 INCH DIAMETER STEEL PIN FOUND ON THE WEST LINE OF COUNTY ROAD 332 AT THE NORTHEAST CORNER OF THE SAID 33.086 ACRE SONWEST CO TRACT, THE SAME BEING THE SOUTHEAST CORNER OF THAT CERTAIN 20.00 ACRE TRACT DESCRIBED IN A DEED TO LOUREN KARKOSKA RECORDED IN VOLUME 781, PAGE 414 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE, S 21°26'59" E, A DISTANCE OF 684.76 FEET ALONG THE WEST LINE OF COUNTY ROAD 332 TO A STEEL PIN SET AT THE SOUTHEAST CORNER OF THE SAID 33.086 ACRE SONWEST CO TRACT, FROM WHICH A 1/2 INCH DIAMETER STEEL PIN FOUND S 21°26'59" E, 575.00 FEET;

THENCE, ALONG THE SOUTH LINE OF THE SAID 33.086 ACRE SONWEST CO TRACT, THE FOLLOWING THIRTEEN (13) COURSES AND DISTANCES:

- 1) S 68'36'23" W, 184.61 FEET TO A STEEL PIN SET;
- 2) N 21°23'37" W, 5.00 FEET TO A STEEL PIN SET;
- 3) S 68°36'23" W, 580.00 FEET TO A STEEL PIN SET;
- 4) S 74°28'33" W, 149.34 FEET TO A STEEL PIN SET;
- 5) S 22°28'17" W, 83.05 FEET TO A STEEL PIN SET;
- 6) S 26°24'00" W, 202.75 FEET TO A STEEL PIN SET;
- 7) S 07'34'37" W, 77.81 FEET TO A STEEL PIN SET;
- 8) S 59"15'16" W, 283.77 FEET TO A STEEL PIN SET;
- 9) S 68°36'23" W, 400.00 FEET TO A STEEL PIN SET; 10) S 78°24'04" W, 162.37 FEET TO A STEEL PIN SET;
- 11) N 80°59'33" W, 150.36 FEET TO A STEEL PIN SET;
- 12) S 2172'11" W, 78.27 FEET TO A STEEL PIN SET;
- 13) S 2701'33" W, 41.95 FEET TO A STEEL PIN SET AT THE EASTERLY MOST CORNER OF LOT 1, BLOCK B, BAILEY PARK PHASE IV, A SUBDIVISION OF RECORD IN DOCUMENT NUMBER 2020014010 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE, ALONG THE WEST AND NORTH LINES OF THE SAID 33.086 ACRE SONWEST CO TRACT, BIEING THE EAST LINE OF THE SAID BAILEY PARK PHASE IV SUBDIVISION, THEN THE SOUTH AND EAST LINES OF BAILEY PARK PHASE I, A SUBDIVISION OF RECORD IN DOCUMENT NUMBER 2019100542 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, THE FOLLOWING SIXTEEN (16) COURSES AND DISTANCES:

- 1) N 38'41'23" W, 386.46 FEET TO A STEEL PIN SET;
- 2) N 21°23'37" W, 88.76 FEET TO A STEEL PIN SET;
- 3) N 5075'46" E, 93.14 FEET TO A STEEL PIN SET;
- 4) WITH A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 900000, A RADIUS OF 15.00 FEET, AN ARC OF 23.56 FEET AND A CHORD BEARING AND DISTANCE OF S 84'44'14" E, 21.21 FEET TO A STEEL PIN SET;
- 5) S 39°44'14" E, 16.50 FEET TO A STEEL PIN SET;
- 6) N 50"15'46" E, 50.00 FEET TO A STEEL PIN SET;
- 7) S 39°44'14" E, 22.04 FEET TO A STEEL PIN SET;
- 8) WITH A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 08'35'20", A RADIUS OF 445.00 FEET, AN ARC OF 66.71 FEET AND A CHORD BEARING AND DISTANCE OF S 44"01"55" E, 66.65 FEET TO A STEEL PIN SET;
- 9) N 5075'46" E, 555.06 FEET TO A STEEL PIN SET:
- 10) N 61°01'36" E, 137.42 FEET TO A STEEL PIN SET;
- 11) N 6670'44" E, 46.79 FEET TO A STEEL PIN SET;
- 12) N 47"13'24" E, 45.06 FEET TO A STEEL PIN SET;
- 13) N 3677'44" E, 103.18 FEET TO A STEEL PIN SET:
- 14) N 0470'26" E, 65.96 FEET TO A STEEL PIN SET;
- 15) N 07°28'37" W, 40.56 FEET TO A STEEL PIN SET;
- 16) N 21°45'04" W, 195.58 FEET TO A STEEL PIN SET ON THE SOUTH LINE OF THE SAID 20.00 ACRE KARKOSKA TRACT, AT THE NORTHEAST CORNER OF LOT 16, BLOCK H OF THE SAID BAILEY PARK PHASE I SUBDIVISION;

THENCE, N 68'35'01" E, A DISTANCE OF 1258.26 FEET TO THE PLACE OF BEGINNING, CONTAINING 33.086 ACRES OF LAND, MORE OR LESS.

RVE	DELTA ANGLE		CURVE TABLE		CHORD LENGTH
C1	90'00'00"	15.00'	23.56'	S84°44'14"E	21.21'
22	8:35'20"	445.00'	66.71'	S44°01'55"E	66.65
3	63°04'03"	445.00'	489.83'	S79°51'36"E	465.47
:4	71'39'23"	495.00'	619.07'	S75°33'56"E	579.50'
55	46 08'06"	575.00'	462.99'	N45°32'20"E	4.50.59
6	46°08'06"	625.00'	503.26'	N45°32'20"E	4.89.77
27	46'08'06"	495.00'	398.58'	N45°32'20"E	3.87.90'
8	46°08'06"	445.00	358.32'	N45°32'20"E	3'48.72'
9	43.51.54"	155.00'	118.67'	S89°27'40"E	115.79
10	43°51'54"	205.00'	156.95'	S89°27'40"E	1.53.14'
11	90'00'00"	15.00'	23.56'	S66°23'37"E	21.21
12	90'00'00"	15.00'	23.56'	N23°36'23"E	21.21'
13	90'00'00"	15.00'	23.56'	N67°28'17"E	21.21'
14	90'00'00"	15.00'	23.56'	N22°31'43"W	21.21'
15	90'00'00"	15.00'	23.56'	S66°23'37"E	21.21'
16	90'00'00"	15.00'	23.56'	S23°36'23"W	21.21'
17	90'00'00"	15.00'	23.56'	S66°23'37"E	21.21'
18	90'00'00"	15.00'	23.56'	N23°36'23"E	21.21'
19	89'56'38"	25.00'	39.25'	S66*25'18"E	35.34'
20	90°03'22"	25.00	39.29'	N23°34'42"E	35.37'
	53*39'51"	445.00	416.79	S75°09'30"E	401.72'
21	179'35"	495.00	11.46'	S40°24'02"E	11.46'
22	4°54'26"	495.00	42.39'	S43°31'02"E	42.38'
23	4 54 26 4*58'15"	495.00	42.39 42.95'	S48°27'23"E	42.93'
24	4 58 15 4 58 15"	+	42.95	S53°25'38"E	42.93'
25		495.00'	42.93'	\$53 23 38 E \$58 23'49"E	42.91
26	4*58'08"	495.00'	62.28'	S64*29'09"E	62.24'
27	712'32"	495.00'	70.18'	572°09'07"E	70.12'
28	8°07'23"	495.00'		572'09'07 E 579"21'49"E	54.40'
29	618'01"	495.00'	54.43° 42.95°	S84°59'57"E	42.93'
30	4°58'15"	495.00'		N89*58'25"E	#2.90'
231	5°05'01"	495.00	43.92'		#3.90 #2.93'
32	4.58.15"	495.00	42.95'	N84*56'47"E	42.93
:33	4*58'15"	495.00'	42.95	N79°58'32"E	
34	4*58'15"	495.00	42.95'	N75°00'17"E	42.93'
35	3°54'47"	495.00	33.81'	N70°33'46"E	33.80'
36	9*24'12"	445.00	73.03'	N7378'29"E	72.95'
37	2*47'25"	575.00'	28.00'	N6712'40"E	28.00'
38	5°23'05"	575.00'	54.04	N63°07'25"E	54.02'
39	5°23′08″	575.00'	54.05'	N57*44'19"E	54.03'
40	770'45"	575.00'	72.05	N51°27'22"E	72.00'
C41	5°23'05"	575.00'	54.04	N4570'28"E	54.02'
:42	5°23'05"	575.00'	54.04	N39°47'23"E	54.02'
243	5°23'05"	575.00	54.04	N34°24'18"E	54.02'
744	5 °23'05 "	575.00'	54.04	N29°01'13"E	54.02'
745	3*51'24"	575.00'	38.70'	N24°23'59"E	38.70'
246	2*54'10"	495.00'	25.08'	N23'55'22"E	25.08'
247	4°58'15"	495.00'	42.95	N27*51'35"E	42.93'
248	4°58'15"	495.00'	42.95	N32°49'50"E	42.93'
249	4°58'15"	495.00'	42.95'	N37*48'05"E	42.93'
50	6°04'21"	495.00'	52.46	N4379'23"E	52.44
C51	6°04'26"	495.00'	52.48'	N49°23'47"E	52.45
C52	4°58′15″	495.00'	42.95'	N54*55'07"E	42.93'
C53	4°58′15″	495.00'	42.95'	N59°53'22"E	42.93'
C54	4°58'15"	495.00'	42.95'	N64*51'38"E	42.93'
255	175'38"	495.00'	10.89'	N67*58'34"E	1'0.89'
C56	1*04'05"	625.00'	11.65'	N68°04'20"E	1'1.65'
257	3.58,34"	625.00'	43.37'	N65'33'01"E	43.37'
C58	3*58'34"	625.00'	43.37'	N61°34'26"E	43.37'
C59	3*58'34"	625.00'	43.37'	N57*35'52"E	43.37'
260	3°58'34"	625.00'	43.37'	N53°37'17"E	43.37'
C61	3*58'34"	625.00'	43.37'	N49*38'43"E	43.37'
262	3*58'34"	625.00'	43.37'	N45°40'08"E	43.37'
263	3.58'34"	625.00'	43.37'	N41°41'34"E	43.37'
264	3.58'34"	625.00'	43.37'	N37°42'59"E	43.37'
265	3.58'34"	625.00'	43.37'	N33°44'25"E	43.37'
C66	3.58,34"	625.00'	43.37'	N29°45'50"E	43.37'
C67	3.58.34"	625.00'	43.37'	N25°47'16"E	43.37'
C68	1"19'42"	625.00'	14.49'	N23°08'08"E	14.49'
C69	19'36'57"	205.00'	70.18'	S77°20'12"E	69.84'
C70	10.48.41"	205.00	38.68'	N87°26'59"E	38.63'
C71	10.00.08"	205.00	35.79'	N77°02'35"E	35.74'
	3°26'08"	205.00	12.29'	N7079'27"E	12.29'
C72	175'38"	445.00	9.79'	N23'06'06"E	9.79'
C73	7'23'17"	445.00	9.79 57.38'	N27°25'33"E	57.34'
C74	7'23'17"		57.38'	N34°48'50"E	57.34
C75		445.00'		N4272'07"E	57.34
C76	7*23'17"	445.00'	57.38'		57.34
C77	7*23'17"	445.00'	57.38'	N49'35'24"E	
C78	7*23'17"	445.00'	57.38' 61.62'	N56*58'41"E N64*38'21"E	57.34' 61.57'
C79	7*56'03"	445.00		. N. A . CU . 777 " [010/

INE	BEARING	DISTANCE
L1	N21°23'37"W	88.76
L2	N5075'46"E	93.14'
L3	S39°44′14″E	16.50'
L4	N5075'46"E	50.00'
L5	539°44'14"E	22.04'
L6	N61°01'36"E	137.42'
L7	N6610'44"E	46.79
L8	N4773'24"E	45.06'
L9	N36°17'44"E	103.18'
L10	NO4°10'26"E	65.96'
L11	N07°28'37"W	40.56
12	N21°23'37"W	5.00'
	S74°28'33"W	
L14	S22"28'17"W	83.05
115	S07°34'37"W	
L16	N80°59'33"W	
L17	S21'12'11"W	78.27'
L18	S27'01'33"W	
L19	N11°59'25"W	
L20	N55*49'32"E	54.14
		89.85'
L21		71.50'
L22		
L23		
L24	N6574'24"E	
L25		
L26	N68'36'23"E	
L27	N71°58'22"E	85.15'
L28	S21°23'37"E	105.00'
L29	N68°36'23"E	94.60'
L30	S21°23'37"E	105.00'
L31		105.00'
L32		22.04'
L33	N27°01'33"E	11.83'
L34		18.76'
L35	N50°08'08"E	30.41'
L36	N38°35'30"E	11.09'
L37	N38*35'30"E	37.10'
L38		6.76'
L39		31.44'
L40		
L41		
L42		
	S67'31'43"E	
L44		
L45		
L45		
L47		
L47		
L49		
L50		
L51		18.97'
L52		
L53		20.43'
L54		
L55		
L56		
L57		
L58	N68°36'23"	E 33.66'

LINE TABLE

PAGE 3 OF 5

COMPLETE PROFESSIONAL LAND SURVEYING SERVICES

(512) 443-1174 4150 FREIDRICH LANE, SUITE A1 AUSTIN, TEXAS 78744

NOTES:

- 1) IN ORDER TO PROMOTE POSITIVE DRAINAGE AWAY FROM A STRUCTURE, FINISHED FLOOR ELEVATIONS SHOULD BE BUILT AT LEAST ONE FOOT ABOVE THE SURROUNDING GROUND AND THE GROUND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2 INCH PER FOOT FOR A DISTANCE OF AT LEAST 10
- 2) THE OWNER UNDERSTANDS THAT IT IS THE RESPONSIBILITY OF THE OWNER. NOT THE CITY OR COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING, BUT NOT LIMITED TO THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL.
- 3) A 10' WIDE UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO ALL STREET R.O.W. ON ALL LOTS.
- 4) ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR THEIR ASSIGNS.
- 5) THIS SUBDIVISION IS NOT LOCATED WITHIN THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.
- 6) THIS SUBDIVISION IS LOCATED WITHIN THE JURISDICTION OF WILLIAMSON COUNTY.
- 7) BUILDING SETBACK LINES SHALL BE IN ACORDANCE WITH SETBACKS SHOWN HEREON, APPLICABLE OWNER RESTRICTIONS RECORDED IN COUNTY RECORDS OR THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS.
- 8) CONSTRUCTION OF ANY IMPROVEMENTS ON ANY LOT IN THE SUBDIVISION IS SUBJECT TO THE COVENANTS AND RESTRICTIONS FOR SONTERRA WEST SUBDIVISION AS RECORDED IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
- 9) DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
- 10) NO STRUCTURE OR IMPROVEMENT ON ANY LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WATER SUPPLY SYSTEM APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.
- 11) NO STRUCTURE OR IMPROVEMENT ON ANY LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WASTEWATER COLLECTION SYSTEM APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.
- 12) THE OWNER OF THIS SUBDIVISION AND HIS HEIRS, SUCCESSORS AND ASSIGNS ASSUMES THE RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF ALL SUBDIVISION IMPROVEMENTS WHICH SHALL COMPLY WITH APPLICABLE CODES, RULES AND REGULATIONS AND REQUIREMENTS OF WILLIAMSON COUNTY, TEXAS AND THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY WHICH ARE IN EFFECT AND APPLICABLE AT THE TIME THE IMPROVEMENTS ARE DESIGNED AND CONSTRUCTED. THE OWNER UNDERSTANDS AND AGREES THAT PLAT VACATION AND REPLATTING MAY BE REQUIRED AT THE OWNERS SOLE EXPENSE IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
- 13) WATER AND WASTEWATER SERVICE TO THIS SUBDIVISION WILL BE PROVIDED BY THE SONTERRA MUNICIPAL UTILITY DISTRICT.
- 14) WATER AND WASTEWATER SYSTEMS SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH THE DESIGN AND CONSTRUCTION STANDARDS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) OR WILLIAMSON COUNTY. PLANS AND SPECIFICATIONS SHALL BE SUBMITTED TO TCEQ AND OTHER AGENCIES AS APPROPRIATE AT THE TIME SUCH PLANS ARE PREPARED.
- 15) THERE ARE NO CEMETERY SITES, EXISTING OR PROPOSED SCHOOL SITES OR OTHER PUBLIC SITES PROPOSED WITHIN THIS SUBDIVISION.
- 16) NO LOT IN THIS SUBDIVISION IS ENCROACHED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, PANEL NO. 48491C0150E EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.
- 17) A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
- 18) ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

- 19) AN EASEMENT 3 FEET IN WIDTH IS HEREBY DEDICATED ALONG EACH INTERIOR SIDE LOT LINE AND EACH REAR LOT LINE FOR PUBLIC UTILITIES.
- 20) ALL SIDEWALKS ARE TO BE MAINTAINED BY THE ADJACENT PROPERTY OWNER.
- 21) 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.
- 22) 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.
- 23) THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THIS PLAT WERE DETERMINED BY ADDING ONE (1) FOOT TO THE BASE FLOOD ELEVATION (BFE) AS DETERMINED BY A STUDY PRÈPARED BY 360 PROFESSIONAL SERVICES INC., DATED AUGUST 2019.
- 24) NO CONSTRUCTION, PLANTING OR GRADING SHALL BE PERMITTED TO INTERFERE WITH SIGHT EASEMENTS BETWEEN THE HEIGHTS OF THREE AND EIGHT FEET AS MEASURED FROM THE CROWNS OF THE ADJACENT STREETS.
- 25) 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.
- 26) 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.
- 27) DRIVEWAYS SHALL ONLY CONNECT TO AN INTERNAL PLATTED ROAD AND NOT TO COUNTY ROAD 332, THE ADJACENT COUNTY ROAD.

PAGE 4 OF 5

FIRM No. 100290-00 COMPLETE PROFESSIONAL LAND SURVEYING SERVICES

(512) 443-11744150 FREIDRICH LANE, SUITE A1 AUSTIN, TEXAS 78744

STATE OF TEXAS }
COUNTY OF WILLIAMSON }

KNOWN ALL PERSONS BY THESE PRESENTS:

THAT SONWEST CO, ACTING BY AND THROUGH ANDY BILGER, VICE PRESIDENT, SOLE OWNER OF THAT CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. _____, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THAT CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE THE PORTION OF THE 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 IFOR 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 LIEINS. THIS SUBDIVISION IS TO BE KNOWN AS "BAILEY PARK PHASE II"

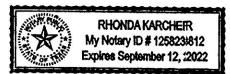
SONWEST CO
BY: ANDY BILGER
3939 BEE CAVE ROAD, SUITE C-100
AUSTIN. TEXAS 78746

STATE OF TEXAS }
COUNTY OF WILLIAMSON }

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 3rd DAY OF JULE , 2020, A.D. BY ANDY BILGER ACTING IN THE CAPACITY HEREIN STATED.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES Seatember 12. 2022



SURVEYOR'S CERTIFICATE

I, TIMOTHY A LENZ, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY HEREON MADE (ON THE GROUND BY ME OR UNDER MY SUPERVISION. ALL CORNER MONUMENTS WERE FOUND OR SET AS SHOWN HEREON.

TIMOTHY A. LENZ

TREGISTERED PROFESSIONAL LAND SURVEYOR NO. 4393

LENZ & ASSOCIATES, INC.

FIRM NO. 100290-00

4150 FREIDRICH LANE, SUITE A1 AUSTIN, TEXAS 78744



I, SCOTT J. FOSTER, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE APPLICABLE ORDINANCE OF WILLIAMSON COUNTY, TEXAS AND THAT NO PORTION OF THIS SUBDIVISION IS CONTAINED WITHIN THE 100 YEAR FLOOD PLAIN AS IDENTIFIED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 48491C0150E DATED SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

SCOTT J. FOSTER, P.E. DATE
REGISTERED PROFESSIONAL ENGINEER NO. 84652
360 PROFESSIONAL SERVICES

P.O. BOX 3639 CEDAR PARK, TEXAS, 78630 FIRM NO. 4932



ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 21 DAY OF

WILLIAMSON COUNTY ADDRESS COORDINATOR

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 RESPOSIBILITY 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.

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 }
COUNTY OF WILLIAMSON }

I, BILL GRAVELL Jr., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

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

STATE OF TEXAS }
COUNTY OF WILLIAMSON }

KNOWN ALL MEN BY THESE PRESENTS:

I, NANCY RISTER, COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS, 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 WILLIAMSON COUNTY, TEXAS, IN DOCUMENT NUMBER ______.

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, COUNTY CLERK, WILLIAMSON COUNTY, TEXAS

______ DEPUTY

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LENZ & ASSOCIATES, INC.

FIRM No. 100290-00

COMPLETE PROFESSIONAL LAND SURVEYING SERVICES

(512) 443-1174 4150 FREIDRICH LANE, SUITE A1 AUSTIN, TEXAS 78744

Commissioners Court - Regular Session

Meeting Date: 06/16/2020

Final plat for the Bailey Park Phase III subdivision - Pct 3

Submitted For: Terron Evertson Submitted By: Adam

Boatright, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Bailey Park Phase III subdivision – Precinct 3.

Background

This is the next section of the Bailey Park development. It consists of 132 lots, 2 green space/drainage lots and 3,708 linear feet of new public roads. Roadway and drainage construction has been completed.

Timeline

2019-09-18 – initial submittal of final plat

2019-10-18 – 1st review complete with comments

2020-01-23 - 2nd submittal of final plat

2020-01-24 – 2nd review complete with comments

2020-06-10 – 3rd submittal of final plat with all signatures

2020-06-11 – 3rd review complete with comments clear

2020-06-11 - final plat placed on the June 16, 2020 Commissioners Court agenda for

consideration

Fiscal Impact

From/To	Acct No.	Description	Amount
1 1 01111/1 1 0	710011101		7 11110 01110

Attachments

final plat - Bailey Park Ph III

Form Review

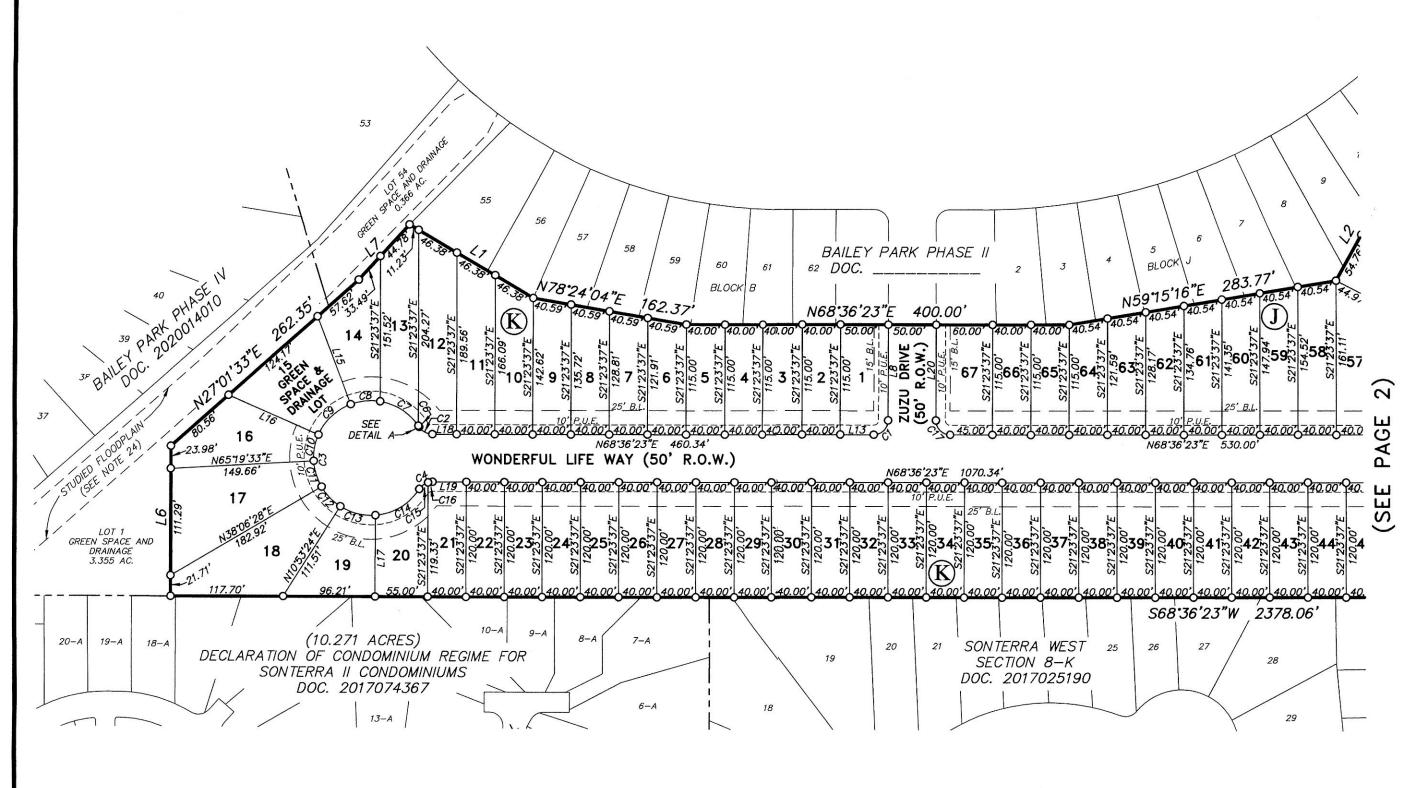
Inbox Reviewed By Date

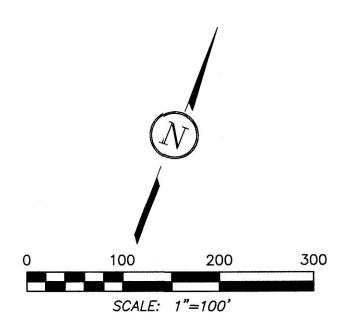
County Judge Exec Asst. Andrea Schiele 06/11/2020 11:53 AM

Form Started By: Adam Boatright Started On: 06/10/2020 09:42 PM

Final Approval Date: 06/11/2020

53.





BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (INAD83) CENTRAL ZONE. DISTANCES ARE SUIRFACE. SURFACE TO GRID COMBINED SCALE FACTOR 0.9998800.

ELEVATIONS ARE NAVD88 (GEOID 12A)

SITE BENCHMARK #1 - 1/2" STEEL PIN FOUND W/CAP EAST SIDE COUNTY ROAD 332 ELEV. 827.24

SITE BENCHMARK #2 - 1/2" STEEL PIN FOUND W/CAP EAST SIDE COUNTY ROAD 332 ELEV. 825.09

ELEVATIONS (NAVD8'8, GEOID 12A)

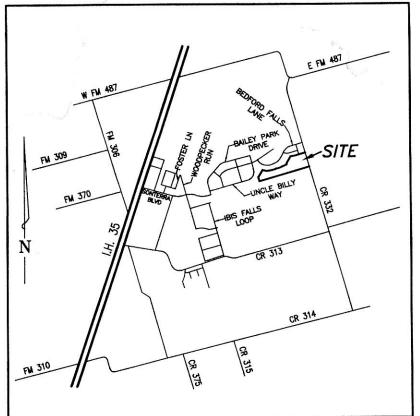
BUILDING SETBACKS::

FRONT STREET 25'
SIDE STREET 15'
REAR 10'
SIDE 5'

LOT SUMMARY:

DEVELOPED LOTS 132
GREEN SPACE/DRAINAGE LOTS 2
TOTAL LOTS 134

MINIMUM FINISHED	FLOOR ELEVATION
LOT & BLOCK	MINIMUM F.F.E.
LOT 13, BLOCK K	848.5'
LOT 14, BLOCK K	849.0'
LOT 16, BLOCK K	850.0°
LOT 17, BLOCK K	851.0°



LOCATION MAP

LEGAL DESCRIPTION: 23.117 ACRES OUT OF THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54, WILLIAMSON COUNTY, TEXAS

OWNER: SONWEST CO 3939 BEE CAVE ROAD, SUITE C-100 AUSTIN, TEXAS 78746

ENGINEER: SCOTT J. FOSTER, P.E. 360 PROFESSIONAL SERVICES, INC. TEXAS REGISTRATION F4932 P.O. BOX 3639 CEDAR PARK, TEXAS 78630 512-354-4682

SURVEYOR:
TIMOTHY A. LENZ, R.P.L.S.
LENZ & ASSOCIATES, INC.
FIRM NO. 100290-00
4150 FREIDRICH LANE, SUITE A1
AUSTIN, TEXAS 78744
512-443-1174

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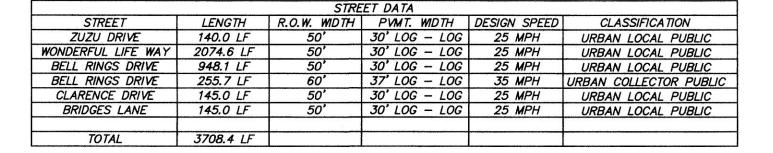
LENZ & ASSOCIATES, INC.

FIRM No. 100290-00

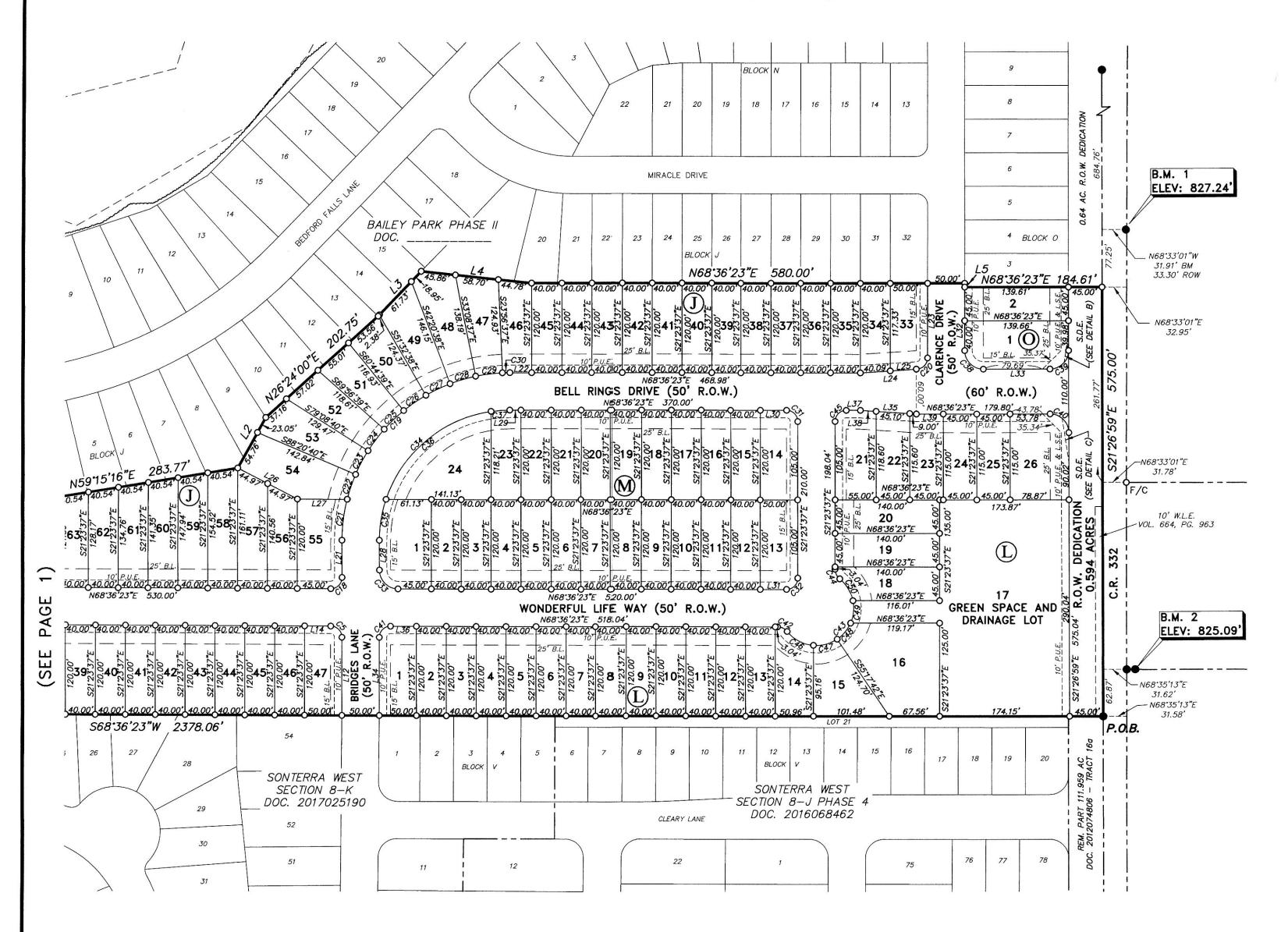
COMPLETE PROFESSIONAL LAND SURVEYING SERVICES

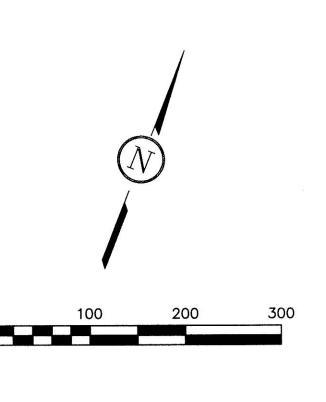
(512) 443-1174 4150 FREIDRICH LANE, SUITE A1 AUSTIN, TEXAS 78744

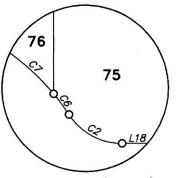
2019 SURVEY #: 2005-0363BBB-3 F.B.



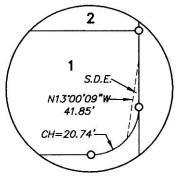
RE-SUBMITTAL DATE: DEC 12, 2019 SUBMITTAL DATE: SEPTEMBER 17, 2019



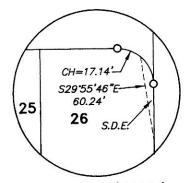




DETAIL A (N.T.S.)



DETAIL B (N.T.S.)



DETAIL C (N.T.S.)

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LENZ & ASSOCIATES, INC.

FIRM No. 100290-00

COMPLETE PROFESSIONAL LAND SURVEYING SERVICES

(512) 443-1174 4150 FREIDRICH LANE, SUITE A1 AUSTIN, TEXAS 78744

FIELD NOTE DESCRIPTION 23.117 ACRES ISAAC BUNKER SURVEY, A-54 WILLIAMSON COUNTY, TEXAS

FIELD NOTE DESCRIPTION OF 23.117 ACRES OF LAND OUT OF THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54, WILLIAMSON COUNTY, TEXAS, BEING ALL OF THAT CERTAIN 23.117 ACRE TRACT DESCRIBED IN A DEED TO SONWEST CO RECORDED IN DOCUMENT NUMBER _ __ OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. THE SAID 23.117 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

NOTE: ALL STEEL PINS SET CITED HEREIN ARE 1/2 INCH DIAMETER WITH CAP MARKED LENZ & ASSOC. BEARINGS CITED HEREIN ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL

BEGINNING, AT A 1/2 INCH DIAMETER STEEL PIN FOUND ON THE WEST LINE OF COUNTY ROAD 332 AT THE SOUTHEAST CORNER OF THE SAID 23.117 ACRE SONWEST CO TRACT, THE SAME BEING THE NORTHEAST CORNER OF A REMAINDER PORTION OF THAT CERTAIN 111.959 ACRE TRACT CALLED TRACT 16A IN A DEED TO RVEST LP RECORDED IN DOCUMENT NUMBER 2012074806 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE, S 68'36'23" W, A DISTANCE OF 2378.06 FEET ALONG THE SOUTH LINE OF THE SAID 23.117 ACRE SONWEST CO TRACT, THE SAME BEING THE NORTH LINE OF THE SAID REMAINDER POIRTION OF THE 111.959 ACRE RVEST LP TRACT, THE NORTH LINE OF SONTERRA WEST SECTION 8-J PHASE 4, A SUBDIVISION OF RECORD IN DOCUMENT NUMBER 2016068462, THE NORTH LINE OF SONTERRA WEST SECTION 8-K, A SUBDIVISION OF RECORD IN DOCUMENT NUMBER 2017025190, THE NORTH LINE OF THAT CERTAIN 10.271 ACRES DESCRIBED IN THE DECLARATION OF CONDOMINIUM REGIME FOR SONTERRA II CONDOMINIUMS, OF RECORD IN DOCUMENT NUMBER 2017074367, ALL OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, TO A STEEL PIN SET AT THE SOUTHEAST CORNER OF BAILEY PARK PHASE IV, A SUBDIVISION OF RECORD IN DOCUMENT NUMBER 2020014010 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE, ALONG THE EAST LINE OF THE SAID BAILEY PARK PHASE IV SUBDIVISION AND THE SOUTH LINE OF BAILEY PARK PHASE II, A SUBDIVISION OF RECORD IN DOCUMENT NUMBER OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, THE FOLLOWING FOURTEEN (14) COURSES AND DISTANCES:

- 1) N 21°23'37" W, 156.98 FEET TO A STEEL PIN SET;
- 2) N 27°01'33" E, 262.35 FEET TO A STEEL PIN SET;
- 3) N 2112'11" E, 78.27 FEET TO A STEEL PIN SET;
- 4) S 80°59'33" E, 150.36 FEET TO A STEEL PIN SET;
- 5) N 78°24'04" E, 162.37 FEET TO A STEEL PIN SET;
- 6) N 68°36'23" E, 400.00 FEET TO A STEEL PIN SET; 7) N 5975'16" E, 283.77 FEET TO A STEEL PIN SET;
- 8) N 07°34'37" E, 77.81 FEET TO A STEEL PIN SET;
- 9) N 26°24'00" E, 202.75 FEET TO A STEEL PIN SET;
- 10) N 22°28'17" E, 83.05 FEET TO A STEEL PIN SET;
- 11) N 74°28'33" E, 149.34 FEET TO A STEEL PIN SET;
- 12) N 68°36'23" E, 580.00 FEET TO A STEEL PIN SET;
- 13) S 21°23'37" E, 5.00 FEET TO A STEEL PIN SET;

14) N 68'36'23" E, 184.61 FEET TO A STEEL PIN SET ON THE WEST LINE OF COUNTY ROAD 332 AT THE NORTHEAST CORNER OF THE SAID 23.117 ACRE SONWEST CO TRACT, FROM WHICH A 1/2 INCH DIAMETER STEEL PIN FOUND BEARS N 21°26'59" W, 684.76 FEET;

THENCE, S 21°26'59" E, A DISTANCE OF 575.00 FEET ALONG THE WEST LINE OF COUNTY ROAD 332 TO THE PLACE OF BEGINNING, CONTAINING 23.117 ACRES OF LAND. MORE OR LESS.

	LINE TABL	F	
LINE	BEARING	DISTANCE	CURVE
LIIVL L1	S80°59'33"E	150.36'	C1
L2	NO7°34'37"E	77.81'	C2
L3	N22°28'17"E	83.05'	C3
L4	N74°28'33"E	149.34	C4
L5	S21°23'37"E	5.00'	C5
L6	N21°23'37"W	156.98'	C6
L7	N2172'11"E	78.27'	C7
L8	S21°23'37"E	100.00'	C8
L12	S21°23'37"E	105.00'	C9
L13	N68'36'23"E	35.00'	C10
L14	N68'36'23"E	35.00'	C11
L15	S42"11"44"E	98.16'	C12
L16	S87°41'15"E	102.79'	C13
L17	S21°23'37"E	85.18'	C14
L18	N68'36'23"E	25.34'	C15
L19	N68'36'23"E	35.34'	C16
L20		100.00'	C17
L21		50.00'	C18
L22		28.98'	C19
L23	S21°23'37"E	100.00'	C20
L24	N64°47'32"E	75.17	C21
L25	N64°47'32"E	35.08'	C22
L26	S84"11"41"E	89.95'	C23
L27	N68°36'23"E	66.83'	C24
L28	S21°23'37"E	40.00'	C25
L29	N68'36'23"E	15.00'	C26
L30	N68°36'23"E	35.00'	C27
L31	S68'36'23"W	35.00'	C28
L32	S21°23'37"E	90.00'	C29
L33	N68'36'23"E	89.69	C30
L34	S21°23'37"E	105.00'	C31
L35	N72°25'13"E	75.17'	C32
L36	N68'36'23"E	35.00'	C33
L37	N68°36'23"E	18.98'	C34
L38		21.07'	C35
L39	N68'36'23"E	36.02'	C36
		A	C37
			C38

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH		
C1	90°00'00"	15.00'	2:3.56	N23°36'23"E	21.21'
C2	<i>57°08'50"</i>	16.50'	1(6.46	N82°49'12"W	15.78'
C3	29417'39"	60.00'	<i>308.18</i> ′	S21°23'37"E	<i>65.10</i> ′
C4	57 °08'50"	16.50'	16.46	N40°01'58"E	15.78°
C5	90°00'00"	15.00'	2:3.56	S66°23'37"E	21.21'
C6	1"23'18"	60.00'	11.45'	N54*56'26"W	1.45'
C7	46 33 05"	60.00'	4.8.75	N78*54'38"W	47.42'
C8	30°00'34"	60.00'	311.43	S62°48'33"W	31.07'
C9	45*29'30"	60.00'	47.64	S25°03'30"W	46.40'
C10	26.59'12"	60.00'	28.26	S1170'51"E	28.00'
C11	2713'05"	60.00'	28.50	S3817'00"E	28.24'
C12	2713'05"	60.00'	2:8.50	S65°30'04"E	28.24'
C13	36*40'52"	60.00'	318.41'	N82°32'58"E	37.76'
C14	52'44'58"	60.00'	5.5.24'	N37°50'02"E	53.31'
C15	40°43'34"	16.50	11.73'	N31°49'20"E	11.48'
C16	16*25'16"	16.50	4.73'	N60°23'45"E	4.71'
C17	90.00,00,	15.00	2:3.56'	S66°23'37"E	21.21'
C18	90'00'00"	15.00	2:3.56'	N23'36'23"E	21.21'
C19	90.00,00,	225.00	353.43'	N23'36'23"E	318.20'
C20	90°00'00"	15.00	2:3.56'	N23'36'23"E	21.21'
C21	14°08'56"	225.00	5:5.56'	N1479'09"W	55.42'
C22	8*54'01"	225.00	34.95	NO2°47'40"W	34.92'
C23	912'00"	225.00	36.13	N06"15'20"E	36.09'
	912'00"	225.00	36.13	N15"27'21"E	36.09'
C24	912'00"	225.00	36.13	N24°39'21"E	36.09'
C25 C26	912'00"	225.00	36.13	N33°51'21"E	36.09
	912'00"	225.00	36.13	N43°03'22"E	36.09
C27	912'00"	225.00	36.13	N52*15'22"E	36.09
C28				N61°27'23"E	36.09
C29	972'00"	225.00	36.13'	N672723 E N6719'53"E	10.01
C30	2'33'00"	225.00	10.01'	S66°23'37"E	21.21'
C31	90'00'00"	15.00'	23.56'	S23*36'23"W	21.21
C32	90'00'00"	15.00'	23.56'		35.36
C33	90'00'00"	25.00'	39.27'	N66°23'37"W	247.49'
C34	90.00.00"	175.00	274.89	N23°36'23"E	
C35	1879'04"	175.00		N12"14'05"W	55.71'
C36	63°28'09"	175.00		N28*39'31"E	184.09'
C37	872'48"	175.00		N64°29'59"E	25.06' 35.36'
C38	90.00,00	25.00'		S66°23'37"E	
C39	90°03'22"	25.00'		N23*34'42"E	35.37'
C40	89 56 38"	25.00'		N66°25'18"W	35.34'
C41	90'00'00"	15.00'		N23'36'23"E	21.21'
C42	51°23'12"	16.50'		S85°42'01"E	14.31'
C43	192'46'25"	50.00'		N23'36'23"E	99.38'
C44	51°23'12"	16.50'		N47°05′13″W	14.31'
C45	90°00'00"	15.00'		N23°36'23"E	21.21'
C46	46*45'02"	50.00'		S83°22'56"E	39.68'
C47	38'32'15"	50.00		N53*58'25"E	33.00'
C48	32*31*13"	50.00'		N18°26'41"E	28.00'
C49	35°06'54"	50.00'		N15°22'23"W	30.17'
C50	39°50'59"	50.00'	34.78'	N52°51'20"W	34.08

LENZ & ASSOCIATES, INC.

COMPLETE PROFESSIONAL LAND SURVEYING SERVICES

(512) 443-1174

4150 FREIDRICH LANE, SUITE A1

AUSTIN, TEXAS 78744

SURVEY #: 2005-0363BBB-3 F.B.

PAGE 3 OF 5

NOTES:

- 1) IN ORDER TO PROMOTE POSITIVE DRAINAGE AWAY FROM A STRUCTURE, FINISHED FLOOR ELEVATIONS SHOULD BE BUILT AT LEAST ONE FOOT ABOVE THE SURROUNDING GROUND AND THE GROUND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2 INCH PER FOOT FOR A DISTANCE OF AT LEAST 10 FEET.
- 2) THE OWNER UNDERSTANDS THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE CITY OR COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING, BUT NOT LIMITED TO THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL.
- 3) A 10' WIDE UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO ALL STREET R.O.W. ON ALL LOTS.
- 4) ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR THEIR ASSIGNS.
- 5) THIS SUBDIVISION IS NOT LOCATED WITHIN THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.
- 6) THIS SUBDIVISION IS LOCATED WITHIN THE JURISDICTION OF WILLIAMSON COUNTY.
- 7) BUILDING SETBACK LINES SHALL BE IN ACORDANCE WITH SETBACKS SHOWN HEREON, APPLICABLE OWNER RESTRICTIONS RECORDED IN COUNTY RECORDS OR THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS.
- 8) CONSTRUCTION OF ANY IMPROVEMENTS ON ANY LOT IN THE SUBDIVISION IS SUBJECT TO THE COVENANTS AND RESTRICTIONS FOR SONTERRA WEST SUBDIVISION AS RECORDED IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
- 9) DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
- 10) NO STRUCTURE OR IMPROVEMENT ON ANY LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WATER SUPPLY SYSTEM APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.
- 11) NO STRUCTURE OR IMPROVEMENT ON ANY LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WASTEWATER COLLECTION SYSTEM APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.
- 12) THE OWNER OF THIS SUBDIVISION AND HIS HEIRS, SUCCESSORS AND ASSIGNS ASSUMES THE RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF ALL SUBDIVISION IMPROVEMENTS WHICH SHALL COMPLY WITH APPLICABLE CODES, RULES AND REGULATIONS AND REQUIREMENTS OF WILLIAMSON COUNTY, TEXAS AND THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY WHICH ARE IN EFFECT AND APPLICABLE AT THE TIME THE IMPROVEMENTS ARE DESIGNED AND CONSTRUCTED. THE OWNER UNDERSTANDS AND AGREES THAT PLAT VACATION AND REPLATTING MAY BE REQUIRED AT THE OWNERS SOLE EXPENSE IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
- 13) WATER AND WASTEWATER SERVICE TO THIS SUBDIVISION WILL BE PROVIDED BY THE SONTERRA MUNICIPAL UTILITY DISTRICT.
- 14) WATER AND WASTEWATER SYSTEMS SERVING THIS SUBDIVISION SHALL BE DÉSIGNED AND INSTALLED IN ACCORDANCE WITH THE DESIGN AND CONSTRUCTION STANDARDS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) OR WILLIAMSON COUNTY. PLANS AND SPECIFICATIONS SHALL BE SUBMITTED TO TCEQ AND OTHER AGENCIES AS APPROPRIATE AT THE TIME SUCH PLANS ARE PREPARED.
- 15) THERE ARE NO CEMETERY SITES, EXISTING OR PROPOSED SCHOOL SITES OR OTHER PUBLIC SITES PROPOSED WITHIN THIS SUBDIVISION.
- 16) NO LOT IN THIS SUBDIVISION IS ENCROACHED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, PANEL NO. 48491C0150E EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.
- 17) A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
- 18) ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

- 19) AN EASEMENT 3 FEET IN WIDTH IS HEREBY DEDICATED ALONG EACH INTERIOR SIDE LOT LINE AND EACH REAR LOT LINE FOR PUBLIC UTILITIES.
- 20) ALL SIDEWALKS ARE TO BE MAINTAINED BY THE ADJACENT PROPERTY OWNER.
- 21) 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.
- 22) 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
- 23) THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THIS PLAT WERE DETERMINED BY ADDING ONE (1) FOOT TO THE BASE FLOOD ELEVATION (BFE) AS DETERMINED BY A STUDY PRÈPARED BY 360 PROFESSIONAL SERVICES INC., DATED AUGUST 2019.
- 24) NO CONSTRUCTION, PLANTING OR GRADING SHALL BE PERMITTED TO INTERFERE WITH SIGHT EASEMENTS BETWEEN THE HEIGHTS OF THREE AND EIGHT FEET AS MEASURED FROM THE CROWNS OF THE ADJACENT STREETS.
- 25) THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS RÉQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
- 26) 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.
- 27) DRIVEWAYS SHALL ONLY CONNECT TO AN INTERNAL PLATTED ROAD AND NOT TO COUNTY ROAD 332, THE ADJACENT COUNTY ROAD.

PAGE 4 OF 5

(512) 443-1174 4150 FREIDRICH LANE, SUITE A1

AUSTIN, TEXAS 78744 SURVEY #: 2005-0363BBB-3 F.B.

S:\Land Projects 3\SONTERRA DEVELOPMENT PROJECT\dwg\BAILEY PARK PHASE III.dwg, 4/24/2020 11:01:09 AM,

COMPLETE PROFESSIONAL LAND SURVEYING SERVICES

STATE OF TEXAS } COUNTY OF WILLIAMSON }

KNOWN ALL PERSONS BY THESE PRESENTS:

THAT SONWEST CO, ACTING BY AND THROUGH ANDY BILGER, VICE PRESIDENT, SOLE OWNER OF THAT CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. , OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY. TEXAS. DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THAT CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE THE PORTION OF THE 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 "BAILEY PARK PHASE III"

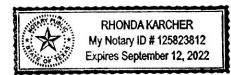
TO CERTIFY WHICH, WITNESS BY MY HAND THIS THE 311 20 70.

SONWEST/CO BY: ANDY BILGER 3939 BEE CAVE ROAD, SUITE C-100 AUSTIN, TEXAS 78746

STATE OF TEXAS } COUNTY OF WILLIAMSON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 3rd OF JUNE, 2000, A.D. BY ANDY BILGER ACTING IN THE CAPACITY HEREIN STATED.

Naughen Morala NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS MY COMMISSION EXPIRES September 12, 2022



SURVEYOR'S CERTIFICATE

I, TIMOTHY A LENZ, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY HEREON MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION. ALL CORNER MONUMENTS WERE FOUND OF SET AS SHOWN HEREON.

4-24-2020 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4393 LENZ & ASSOCIATES, INC. FIRM NO. 100290-00 4150 FREIDRICH LANE, SUITE A1 AUSTIN, TEXAS 78744



I, SCOTT J. FOSTER, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE APPLICABLE ORDINANCE OF WILLIAMSON COUNTY, TEXAS AND THAT NO PORTION OF THIS SUBDIVISION IS CONTAINED WITHIN THE 100 YEAR FLOOD PLAIN AS IDENTIFIED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP. COMMUNITY PANEL NUMBER 48491C0150E DATED SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

SCOTT J. FOSTER, P.E. DATE REGISTERED PROFESSIONAL ENGINEER NO. 84652 360 PROFESSIONAL SERVICES P.O. BOX 3639 CEDAR PARK, TEXAS, 78630 FIRM NO. 4932



ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE AT DAY OF 20**.2**D A.D. WILLIAMSON COUNTY ADDRESS COORDINATOR

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 RESPOSIBILITY 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.

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 } COUNTY OF WILLIAMSON }

I, BILL GRAVELL Jr., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

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

STATE OF TEXAS COUNTY OF WILLIAMSON

KNOWN ALL MEN BY THESE PRESENTS:

I, NANCY RISTER, COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS, 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 WILLIAMSON COUNTY, TEXAS, IN DOCUMENT NUMBER ______

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, COUNTY CLERK, WILLIAMSON COUNTY, TEXAS

DEPUTY

PAGE 5 OF 5

SOURCE PROFESSIONAL LAND SURVEYING SERVICES

(512) 443-11744150 FREIDRICH LANE, SUITE A1

AUSTIN, TEXAS 78744

Commissioners Court - Regular Session

Meeting Date: 06/16/2020

Donation to WilCo EMS

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

54.

Agenda Item

Discuss, consider and take appropriate action regarding acceptance of a donation of \$38,561.31 to the Williamson County Emergency Medical Services Department from the Estate of D. Bussey to be used for Williamson County Emergency Medical Services Department purposes (Pursuant to Tex. Loc. Gov't Code § 81.032).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 06/09/2020 02:09 PM

Form Started By: Michael Knipstein Started On: 06/09/2020 01:54 PM

Final Approval Date: 06/09/2020

Commissioners Court - Regular Session

Meeting Date: 06/16/2020

CTRMA Annual Report

Submitted For: Cynthia Long

Submitted By: Kathy Pierce,

Commissioner

55.

Pct. #2

Department: Commissioner Pct. #2 **Agenda Category:** Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on presentation by Central Texas Regional Mobility Authority of 2019 Annual Report and Financial Statements - Keeping you Connected.

Background

Fiscal Impact

- 1				
	From/To	Acct No.	Description	Amount

Attachments

2019 Annual Report

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 06/02/2020 03:10 PM

Form Started By: Kathy Pierce Started On: 06/02/2020 11:55 AM

Final Approval Date: 06/02/2020



Annual Report & Financial Statements

2019

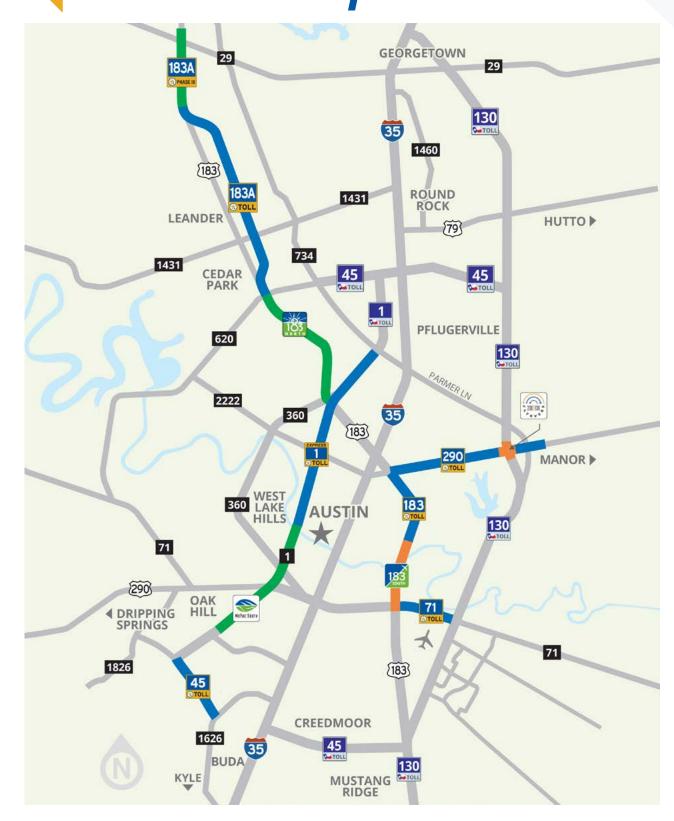
KEEPING YOU CONNECTED

To all the places you live, work, and play



REGIONAL map

OPEN TO TRAFFIC







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Open Roads Performance

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Innovative Initiatives

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2019 Financial Statements

AUSTIN by the numbers



METRO POPULATION 2,000,059













The Cost of Congestion:

According to the Texas A&M Transportation Institute's Urban Mobility Report, the story is simple: TRAFFIC IS BAD, AND GETTING WORSE.

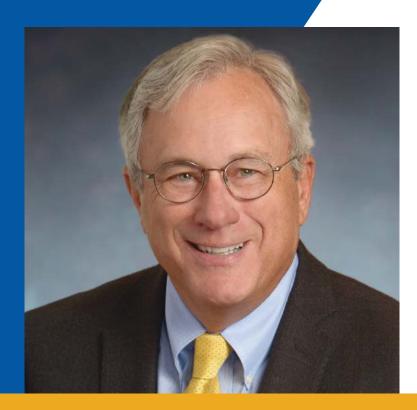
- In 2017, Austin commuters experienced 68,187,000 hours of travel delays. That's 66 hours of delays per commuter.
- In 2017, Austin forfeited \$1,248,000,000 from lost productivity and wasted fuel due to traffic congestion. That's \$1,269 per commuter.
 - The average for all large urban areas* across the United States was 61,500,000 hours of travels days, or 54 hours/ \$950 per commuter.

^{*}A population of between 1 and 3 million constitutes a large urban area



*Austin Board of Realtors, 2019





a letter from our EXECUTIVE DIRECTOR



It's all about moving people in the fastest, most efficient, and smartest ways possible."

Central Texas is Evolving. SO ARE WE.

Whether you've just moved to Austin or have been here awhile, you'll discover that our mobility solutions connect you to the people and places that matter most.

For eight consecutive years, the five-county Austin metro area has been named the fastest growing region in the country. This is great news for the local economy, with unemployment rates well below the national average and a healthy market for job seekers. But another trend that comes with that rapid growth is housing affordability challenges, which have made living near the urban core out of reach for so many. According to the *Austin American-Statesman*, much of Austin's population boom is occurring in surrounding communities. More families are putting down roots in the growing suburban areas of Travis, Williamson, and Hays counties, placing an even greater strain on our already overburdened roadway network. With commute times historically above the national average, the region is starting to see the benefits of the added capacity infrastructure improvements the Mobility Authority is delivering.

So yes, Central Texas is evolving. But the good news is that so are we. As a leading provider of mobility solutions, the Mobility Authority is embracing that growth with open arms. We're pioneering new and innovative solutions to keep our region moving and to ensure that building a life here is within reach for those who seek it.

This year we established a brand-new connection with the opening of the 45SW Toll road in southwest Travis and northern Hays counties. The new roadway is already surpassing projected transactions, showing just how strong the demand really is for a faster commute. Paving the way for further relief, we opened Phase I of the 183 Toll road in east Austin, which is on track for full project completion in 2020.

What's more, we're leveraging our partnership with Capital Metro to make public transportation a more viable option than ever before, and investing in Movability, a transportation management association that connects commuters with mobility options through area employers. **It's all about moving people in the fastest, most efficient, and smartest ways possible.** By implementing proven technologies like express lanes, park & rides, and other transportation demand management strategies, we're moving the needle on commuter behavior in a meaningful way while offering reliable transportation options that keep Central Texans connected to all the places they live, work, and play.

Sincerely,

Miles Hailings at a in

Mike Heiligenstein Executive Director



a letter from our CHAIRMAN

We at the Mobility Authority are many faces with a shared vision."

Mobility REIMAGINED.

It is with honor that I have accepted the role of chairman to lead the Mobility Authority in delivering a greater mobility future for our community. While my tenure as chairman is recent, my roots in Central Texas date back several decades. Many know me as owner and president of ABC Home & Commercial Services, an Austin-based company I have owned and managed since 1983. Serving the people of Central Texas has become ingrained in the culture of my business and my life. I look forward to applying that customer-centric perspective to help solve some of our region's most pressing mobility challenges.

Being entrusted to lead this agency is a responsibility I don't take lightly. I've experienced firsthand the travel time benefits of the Mobility Authority's efforts beginning with its earliest projects like the 183A and 290 Toll roads. Enabling faster, more efficient movement of people and goods helped me reach my customers faster and fueled my growing business. Since then, the Mobility Authority has grown from a small startup into the multi-billion dollar entity that it is today. The time is right to maintain our focus on optimizing the regional transportation network that keeps us all connected.

We at the Mobility Authority are many faces with a shared vision.

We live here and work here. We drive to work, school, child care, and more, and travel the same roads you do to get there. Our team of dedicated employees loves the Central Texas region as much as you do and is committed to preserving and improving everything that makes it great. We are engineers, planners, problem solvers, technology specialists, analysts, communicators, and asset managers. But that's not all we are; we wear many hats when it comes to being Central Texans. We are neighbors, artists, teachers, parents, mechanics, business owners, volunteers, soccer coaches, and so much more.

We invite you—our neighbors—to explore who we are and what we do. Meet the many faces behind the mobility solutions that are transforming the Central Texas region to a well-connected network of critical roadways. Get to know us, and reimagine mobility with us.

Sincerely,

Bobby Jenkins Chairman Bobby Jenkins was

Appointed by Governor Greg Abbott

to serve as chairman of the Mobility Authority's Board of Directors. He took the oath of office September 11, 2019 for a term set to expire February 1, 2021.

The Austin Chamber of Commerce honored Bobby Jenkins as 2017

"Austinite of the Year"

for his decades of service to strengthen our community and practice philanthropy.



the MOBILITY AUTHORITY story

We build more than toll roads. Our projects include preserved and improved non-tolled general-purpose lanes and multimodal bicycle and pedestrian facilities to enhance mobility for all travelers.

Mobility Authority Inception



2002

183A Toll Phase I Opens



2007

45SW Toll Opens



183 Toll Phase I Opens



71 Toll Lane Opens



MoPac Express Lane Opens



290 Toll Phase II Opens



290 Toll Phase I Opens



183A Toll Phase II Opens







Turning Dollars into Solutions

Public dollars for transportation improvements are in short supply, yet our mobility needs are greater than ever. The state and federal governments have not raised their respective portions of the gas tax since 1991 and 1993. Rather than waiting decades, or longer, for public funding to become available, we use a flexible financing approach that allows us to build the added capacity we need today. The revenue we generate is reinvested right here in Central Texas to continue expanding our regional network.

In 2014 and 2015, the Texas voters approved Propositions 1 and 7, respectively, allocating additional funding to transportation infrastructure. The combined funds that have been allocated to the Central Texas Region total \$1.3 billion over the next ten years.

To put that in perspective, the proposed improvements to I-35 are estimated at close to \$10 billion alone. We need more tools in our transportation funding toolbox to cover our region's critical needs.



many faces ONE VISION

Our team of dedicated employees loves the Central Texas region as much as you do and we are committed to preserving and improving everything that makes it great. We wear many hats when it comes to being Central Texans. Here is what some of us have to say about living and working in Central Texas:



III

I use the Mopac Express Lane to get home as fast as I can to these munchkins.

GREG MACK,Assistant Director of IT and Toll Systems



My main motivation at the Mobility
Authority is to help others like me
who want to get home to our families
and experience the important events
in our kids' lives.



OSCAR SOLIS, Senior Project Manager



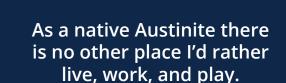


 Π

By working at the Mobility Authority, I am able to see first-hand how my contributions impact my family and our quality of life. Not many people get to say that. I am truly blessed.

76

TRACIE BROWN,
Director of Operations





DEE ANNE HEATH,
Director of Communications and
Government Relations





Getting the chance to work on the biggest projects in the region making some of the biggest differences in people's lives is awesome. Getting to see it all built is even better.

MIKE SEXTON,
Assistant Director of Engineering







When we open a new road, I'm filled with pride about the transportation options we're giving residents and visitors.

MARY TEMPLE, Controller



It's easy to be passionate about your work when it directly impacts the quality of life for our region. I am proud to play a role in keeping our region moving.

LISA POHLMEYER,

Senior Project Manager — Asset Management





My family is my top priority. I take pride in being able to provide options that don't just help me and mine, but others as well.

FABIOLA NEWMAN, Traffic & Incident Management Center Manager



For me, there is no better place in Austin to do deep, meaningful work that benefits millions of people every year.



JUSTIN WORD, Director of Engineering





My father, brother, and I have all made careers in improving the regional transportation landscape of Central Texas. I love being reminded of our careers every day when I drive the roads in the region.

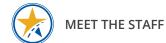
LLOYD CHANCE, **Senior Project Manager — Construction**

It's rewarding to have experienced the evolution of this agency, from a small start-up to the multi-billiondollar entity that it is today.



BILL CHAPMAN, **Chief Financial Officer**







our board OF DIRECTORS

We are governed by a seven-member board of directors responsible for setting policies, identifying priority projects, and ensuring the agency is operated in an efficient, effective, and transparent manner. Our volunteer members are appointed by our founding counties and serve two-year terms.



Bobby JenkinsChairman
Gubernatorial Appointee — 2019



Nikelle S. MeadeVice-Chair
Travis County Appointee — 2012



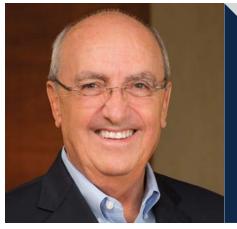
David SingletonBoard Treasurer
Williamson County Appointee — 2003



Mark Ayotte
Board Secretary
Williamson County Appointee — 2017

A SPECIAL THANK YOU...

to our outgoing chairman, Ray A. Wilkerson, for 10 years of dedicated service to Central Texas. We appreciate the many benefits his time and expertise made possible for the region.



David B. ArmbrustBoard Member

Travis County Appointee — 2012



John LangmoreBoard Member
Travis County Appointee — 2018



Mike DossBoard Member

Williamson County Appointee — 2019



Mike HeiligensteinExecutive Director
Since 2003







Community Celebrates Opening of 45SW Toll Road

In May 2019, we joined the community and elected officials in celebrating the long-awaited opening of the 45SW Toll road. The new, 3.6-mile roadway links the southern end of MoPac eastward to FM 1626 in Hays County, offering drivers an alternative to congested neighborhood streets. In the first 60 days of operations, the roadway surpassed projections, confirming just how great demand really is for this new connection. Drivers are already experiencing the benefits of time saved and less congested neighborhood streets, particularly through the Shady Hollow neighborhood.

Environmental Preservation

The 45SW Toll was designed and constructed with Best Management Practices to protect the environmentally-sensitive Edwards Aquifer Recharge Zone.

- Provides 98% removal of the increase in Total Suspended Solids (TSS) over the recharge zone rather than the required 80%.
- 90% of the project was built above ground level to avoid excavation and protect karst features, and more than half the right-of-way was preserved as natural vegetation.
- The Mobility Authority invested nearly \$19 million in environmental conservation efforts.
- More than 100 trees were preserved by replacing fill slopes with retaining walls.

Mobility Authority Pioneers Wrong-Way Driving Technology in Central Texas

In an effort to combat incidents resulting from wrong-way driving, the Mobility Authority outfitted 45SW with a wrong-way intelligent warning system that detects wrong-way motorists, activates roadside signage to alert drivers and notifies law enforcement of the wrong-way movement—before an incident occurs. Since installation of the intelligent warning system in June 2019, 13 wrong-way events have been detected and corrected, avoiding potential crashes.





Average weekday transactions are 30% higher than projected.



45SW is a lifesaver! We live in Circle C and our son plays soccer at Marbridge off of 1626. Last Spring, when we had to drive Slaughter to Brodie to 1626, it would take us easily 30-40 minutes to get to soccer practice on a weeknight.

NOW THAT 45SW IS OPEN — IT TAKES US 7 MINUTES...YES — SEVEN. THANK YOU!!!"

~Carrie Stein, Circle C Resident.



To say I am thrilled to have this road finally complete is an understatement.

I BELIEVE THIS HIGHWAY **MOST ENVIRONMENTALLY SENSITIVE IN TEXAS, BUT ALSO THE SAFEST."**

~State Representative Vikki Goodwin

Augmented Reality

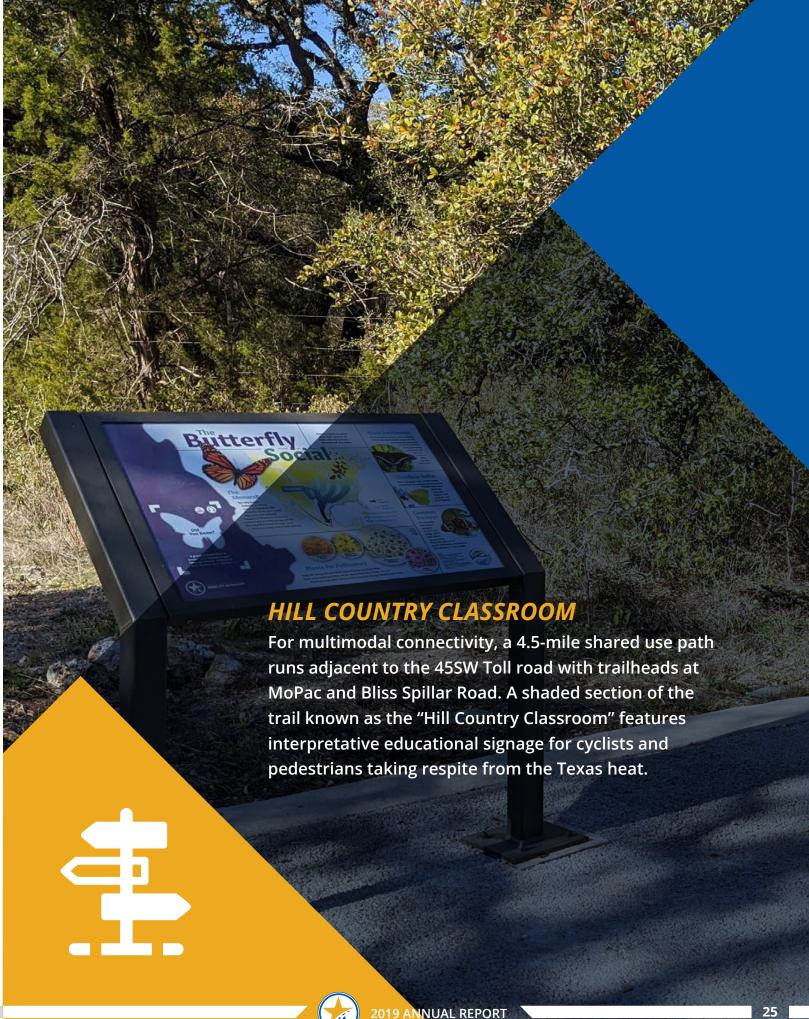
The Mobility Authority's mobile application provides users of the 45SW Trail an interactive augmented reality animation experience. The narrated educational experience, available in English and Spanish, teaches users about the region's history, its native plants and animals, the Edwards Aquifer, and more.

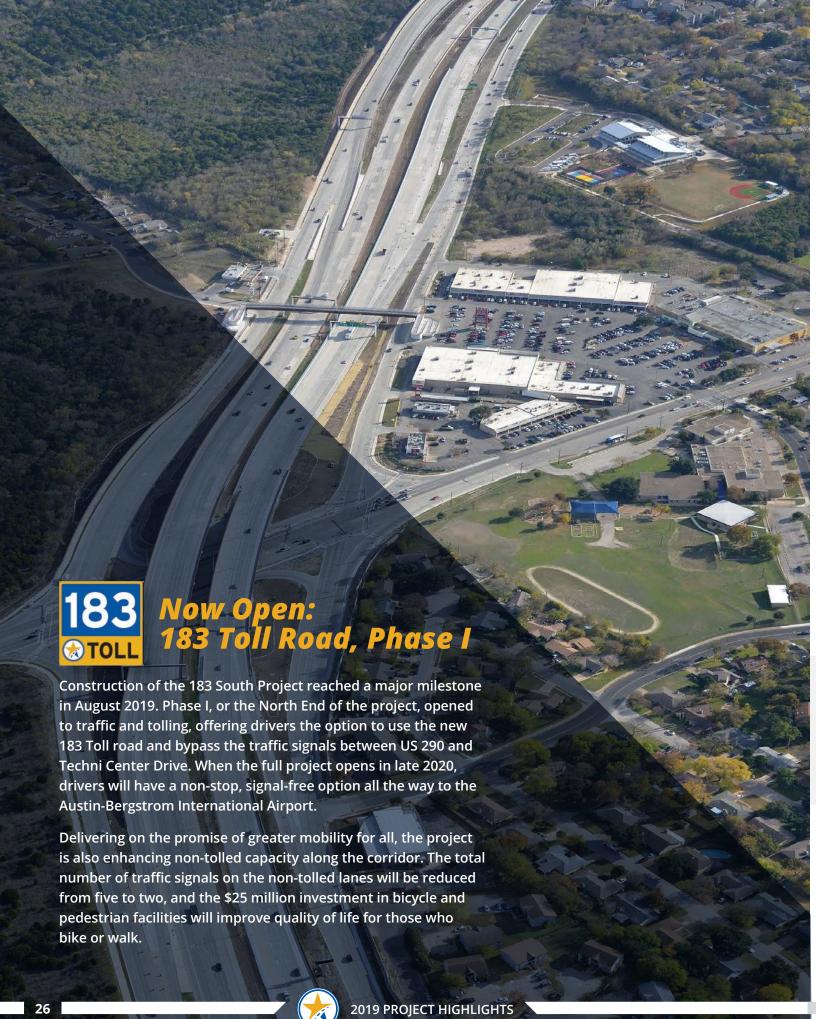
"Trail Explorer by CTRMA," is available on iTunes and the Google Play store as of December 2019.











A New Sense of Place

Neighborhood-specific trees, enhanced landscaping, trailheads, and other aesthetic elements will give the US 183 corridor a new sense of place. The Mobility Authority is proud of the robust community outreach effort that helped inform the planned aesthetics. We know that people support what they help create. That's why we engaged the community during the development process to ensure the corridor ultimately reflects the community's cultural values and aesthetic preferences.

Over the past four decades, Callahan's General Store has weathered the transformations, transitions, and generational turnovers in Austin because of our prime location.

AS WE EAGERLY AWAIT THE COMPLETION **OF THE 183 SOUTH PROJECT, I APPLAUD** THE MOBILITY AUTHORITY'S DESIGN, WHICH WILL OFFER OUR CUSTOMERS **IMPROVED ACCESS FROM THE NORTH AND SOUTH.**"

~Charley Wilson, Callahan's General Store

A FREE RIDE FOR ELECTRONIC TAG HOLDERS

To give drivers a chance to try the new road and adjust to the new traffic pattern, those with an electronic tag got to drive toll-free on both the 45SW and 183 Toll roads for the first month of operations.



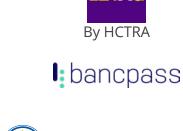














Austin-Bergstrom International Airport

Travel time savings

for ABIA-bound commuters could be as much as

33 minutes

when the project is complete.



For the first month of tolling (September 2019), average weekday transactions of the toll road were

> **220% above** projections.







Construction is progressing rapidly on three flyover bridges to link the SH 130 and 290 Toll Roads in eastern Travis County. With construction anticipated to be complete in 2021, drivers from outlying suburban areas to the north and south will soon enjoy a faster commute into the heart of Austin. Together with our partners at TxDOT, we're delivering this project on an accelerated timeline. In fact, the south-to-west direct connector opened in early January 2020, roughly eight months ahead of schedule. Rapid project delivery, as well as project financing through a Transportation Infrastructure and Innovation Act (TIFIA) loan, equates to a reduced overall project cost. Interest savings over the life of the loan will ultimately equate to \$80-\$100 million.







183A Phase III

Unprecedented population growth in Williamson County most notably in Cedar Park, Leander and Liberty Hill— has led to increased traffic volumes and unsustainable congestion along US 183. Thanks to the 183A Phase III Project, enjoying the benefits of suburban living no longer means sacrificing connectivity with the rest of the Central Texas region. Constructing this third phase of 183A will help relieve congestion, improve safety, and enhance mobility for commuters in Williamson County.

In August 2019, the project received a Finding of No Significant Impact, clearing the way for final design. The project is anticipated to break ground in late 2020, extending the 183A Toll Road 6.6-miles northward to north of SH 29 in Liberty Hill. An adjacent shared use path will facilitate bicycle and pedestrian travel, in line with the Mobility Authority's commitment to providing more reliable travel, for any way you travel.



183 North **Mobility Project**

An express route into downtown is on the horizon for North Austin commuters. In partnership with TxDOT, the Mobility Authority is forging ahead with plans to construct two variablypriced express lanes in each direction along a 9-mile stretch of US 183 between MoPac and SH 45 North. This new reliable travel option will significantly reduce travel times to an estimated 9 minute trip. With a direct connector ramp to the existing MoPac Express Lane, the project will provide drivers from far north Austin an uninterrupted route into Austin's downtown core.

Drivers who prefer not to pay a toll will benefit from the operational improvements and added pavement that will bring the total number of non-tolled lanes to four where only three exist today. Those who travel by foot or by bike can look forward to additional enhancements such as new shared-use path segments, sidewalks, and cross-street connections which will help facilitate travel to nearby schools.



2019 ANNUAL REPORT



Attracting up to 160,000 cars and trucks a day, the MoPac corridor south of Cesar Chavez Street is a vital artery linking commuters to major highways like US 290 and Loop 360, as well as downtown Austin. Over time, expanding population and regional development have made it one of the most congested roadways in Texas, negatively impacting mobility and quality of life.

If we do nothing to address congestion, drivers could spend an additional 35 minutes traveling the corridor by 2035.

In August 2019, the Mobility Authority received the green light from TxDOT to resume efforts on the MoPac South Environmental Study. Launched in 2013, the study is being implemented to analyze the congested MoPac corridor and determine the best approach to managing congestion in a manner that promotes environmental stewardship and sustainability.

Additional community engagement opportunities will take place throughout 2020, and a Recommended Preferred Alternative will be shared for review and comment at an open house. Construction could begin as early as 2023.

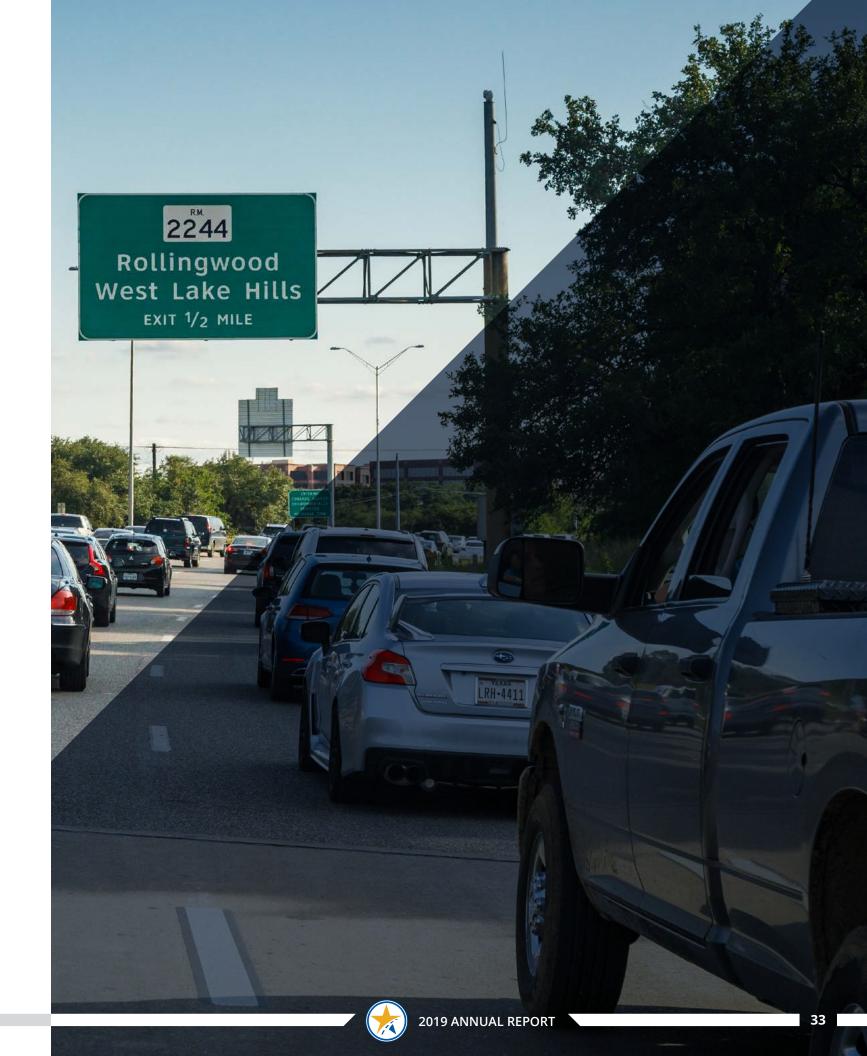
Barton Skyway Ramp Relief

Overwhelming demand for the southbound MoPac corridor near Barton Skyway has caused unpredictable travel times. Following the opening of the MoPac Express Lane, opportunities for additional operational improvements on southbound MoPac near Barton Skyway were identified. The Mobility Authority is exploring improvements to help alleviate the consistent bottleneck from traffic merging onto southbound MoPac at the Barton Skyway and Bee Caves Road entrance ramps.

The improvements are compatible with the proposed MoPac South Express Lane(s), and include adding pavement for auxiliary and merge lanes to improve operations, traffic flow, and throughput.

PROJECTS IN DEVELOPMENT

If approved, construction could begin as soon as early 2021.







183A Toll



In 2018, travel times on 183A Toll were reduced by 53 percent compared with US 183. This equates to a time savings of approximately 11 minutes.



Traffic volumes have increased steadily by approximately 16 percent per year since 2016, consistently outpacing projections.



Emergency first responders, police, fire, and EMS have toll-free access to the tolled mainlanes of 183A, reducing response times by approximately 13 minutes since prior to construction.



The annual crash rate for the mainlanes of 183A between 2016 and 2018 has remained approximately 72 percent below the Texas statewide average for urban interstate highways.









- In 2018, travel times on 290 Toll were reduced by 48 percent compared with the non-tolled lanes of US 290. This equates to a time savings of approximately six minutes.
- Traffic volumes have increased steadily by approximately 5 percent per year since 2016, consistently outpacing projections by as much as 19 percent in 2018.
- Emergency first responders, police, fire, and EMS have toll-free access to the tolled mainlanes of 290 Toll, reducing response times by approximately six minutes since prior to construction.
- The annual crash rate for the mainlanes of 290 Toll between 2016 and 2018 has remained approximately 95 percent below the Texas statewide average for urban interstate highways.





71 Toll Lane



In 2018, travel times on the 71 Toll Lane were reduced by 17 percent compared with the non-tolled general-purpose lanes.



Traffic volumes have increased steadily by approximately 15 percent per year since 2016.



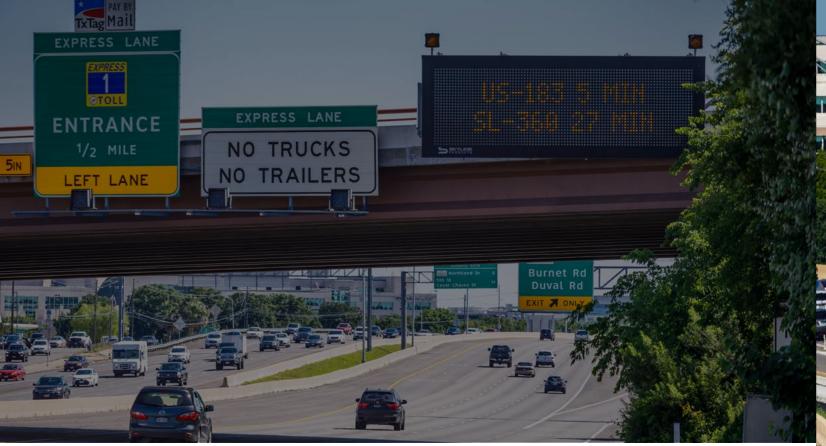
Emergency first responders, police, fire, and EMS have toll-free access to the 71 Toll Lane, reducing response times by approximately 27 percent, or about 1 minute, since prior to construction.



The annual crash rate for the mainlanes of SH 71 between April 2017 and December 2018 has remained approximately 95 percent below the Texas statewide average for urban interstate highways.









MoPac Express Lane



Express Lane shows an average of one million transactions per month since January 2019



In 2018, travel times on MoPac were reduced by 37 percent compared with the general-purpose lanes. This equates to a time savings of approximately 8 minutes.



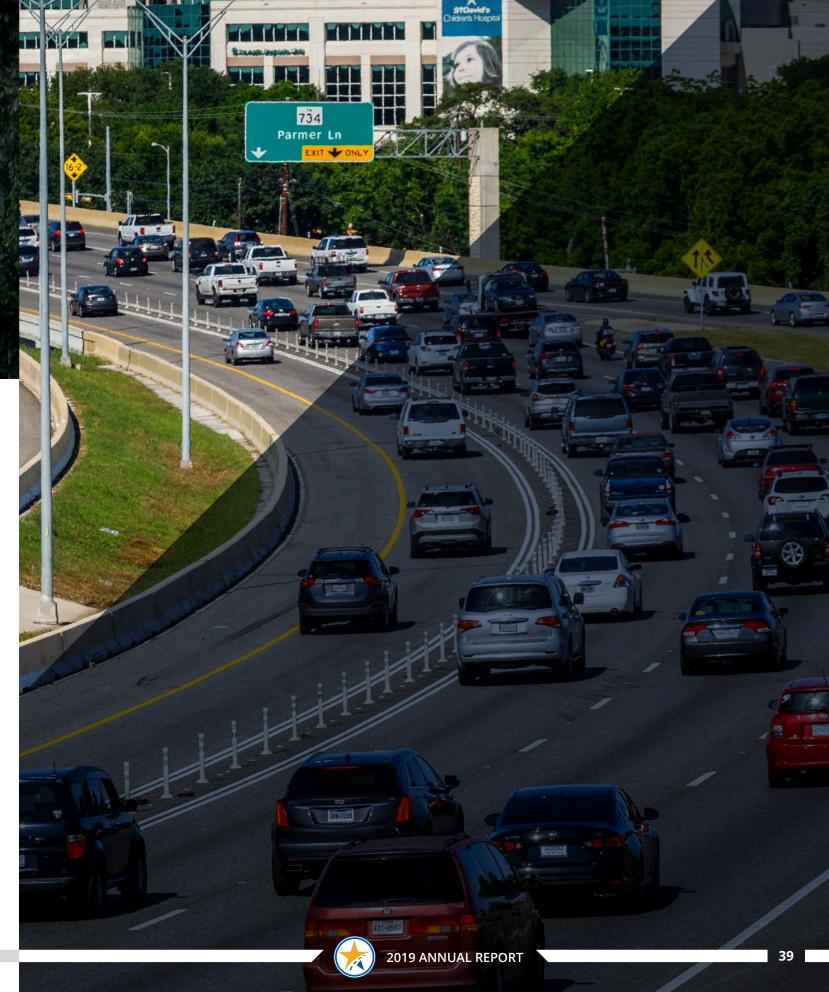
Traffic volumes have increased steadily by approximately three percent per year since 2016.



Emergency first responders, police, fire, and EMS have toll-free access to MoPac Express Lane reducing response times by approximately 14 minutes since prior to construction.



The annual crash rate for the mainlanes of MoPac between October 2017 and December 2018 has remained approximately 94 percent below the Texas statewide average for urban interstate highways.



STDavid's NORTH AUSTIN MEDICAL CENTER



Transportation Demand Management is Key to Greater Mobility

Addressing traffic congestion is about more than added capacity. In order to achieve long-term relief, we must also look at incentivizing changes in commuting habits by managing demand.

- Our partnership with local transit provider Capital Metro allows toll-free access to all our facilities, which has begun to move the needle on commuter behavior. We're also working together on a Park & Ride initiative which will bring more commuter lots to the suburbs and make carpooling and transit use a more viable option for a greater percentage of commuters.
- Commute Solutions is our regional Transportation Demand Management partner that promotes greater efficiency and more optimal use of existing roadways. By discouraging less efficient travel behavior like single-occupant vehicle use, peakhour travel, and travel on high-congestion roadways, the program encourages more efficient behavior such as use of public transit, carpools, vanpools, walking, biking, teleworking, alternative work schedules, and more.





Pilot Program Waives Tolls for Qualified Veterans

November 2019 marked the one-year anniversary since the Mobility Authority's Qualified Veteran Discount Program took effect. We are proud to offer this program which waives tolls on 183A Toll, 290 Toll, the 71 Toll Lane, 45SW Toll, and 183 Toll for qualified veterans registered for the program. As of December 2019, 5,558 veterans have registered for the program.

Disabled veterans, Purple Heart recipients, and Legion of Valor or Medal of Honor recipients interested in registering should visit

www.MobilityAuthority.com/ veterans.

The Express Lane has converted

an average of 12,266 passenger miles per week

from single occupancy vehicle commuting to transit.

Since the MoPac Express Lane became fully operational in 2017,

CapMetro Express Bus ridership increased by 161% on certain routes.

More than \$110,000 in tolls have been waived for CapMetro

on MoPac between October 2018 and August 2019, constituting 31% of all waived tolls in the Express Lane.



2019 **FINANCIAL STATEMENTS**

The Mobility Authority's financial statements are prepared in accordance with accounting principles generally accepted in the United States (GAAP) as applied to government units on an accrual basis. To view the audited Financial Statements and Management Discussion and Analysis, please visit www.MobilityAuthority.com/financials.

Statements of Net Position

June 30, 2019 and 2018	2019	2018
CURRENT ASSETS:		
Unrestricted:		
Cash and cash equivalents	\$ 44,232,326	\$ 49,687,164
Investments	88,707,812	35,008,355
Due from other governments	12,345,989	4,336,907
Accrued interest receivable	782,617	192,484
Prepaid expenses and other assets	200,167	46,518
Total unrestricted	146,268,911	89,271,428
Restricted:		
Cash and cash equivalents	69,051,895	92,822,518
Total restricted	69,051,895	92,822,518
Total current assets	215,320,806	182,093,946
NONCURRENT ASSETS:		
Restricted assets:		
Cash and cash equivalents	128,276,321	26,661,063
Investments	214,341,876	177,722,684
Total restricted assets	342,618,197	204,383,747
Pension asset	177,226	826,397
Total capital assets, net	1,810,304,756	1,673,629,024
Total assets	2,368,420,985	2,060,933,114
Total deferred outflows of resources	107,391,830	108,056,556
Total assets and deferred outflows of resources	\$ 2,475,812,815	\$ 2,168,989,670

Statements of Net Position	(continued)
une 30, 2019 and 2018	

Statements of Net Position (continued) June 30, 2019 and 2018	2019	2018
CURRENT LIABILITIES:		
Payable from current assets:		
Accounts payable	\$ 4,368,846	\$ 1,079,771
Due to other governments	3,843,193	4,073,939
Accrued expenses	1,048,980	584,371
Total payable from current assets	9,261,019	5,738,081
Payable from restricted current assets:		
Construction accounts payable	22,328,944	45,136,616
CAMPO RIF payable	4,000,000	2,000,000
Accrued interest payable	27,687,951	25,942,463
Bonds, notes payable and other obligations, current portion	14,460,000	7,425,000
Unearned revenue	575,000	12,318,439
Total payable from restricted current assets	69,051,895	92,822,518
Total current liabilities	78,312,914	98,560,599
NONCURRENT LIABILITIES:		
Bonds, notes payable and other obligations, net of current portion	1,733,443,031	1,433,999,854
Total noncurrent liabilities	1,733,443,031	1,433,999,854
Total liabilities	1,811,755,945	1,532,560,453
Total deferred inflows of resources	235,911	278,184
Total liabilities and deferred inflows of resources	1,811,991,856	1,532,838,637
NET POSITION:		
Net Investment in capital assets	439,875,334	447,015,053
Restricted for debt service	118,363,136	106,764,024
Unrestricted	105,582,489	82,371,956
Total net position	663,820,959	636,151,033
Total liabilities and net position	\$ 2,475,812,815	\$ 2,168,989,670
Statements of Revenue, Expenses and Changes in Net Position		
Years Ended June 30, 2019 and 2018	2019	2018
OPERATING REVENUES:		
Tolls	\$ 108,314,272	\$ 91,491,730
Grant proceeds and other operating	40,514	681,812
Total operating revenues	108,354,786	92,173,542





Statements	of Revenue,	Expenses and
Changes in l	Net Position	(continued)

Changes in Net Position (continued) Years Ended June 30, 2019 and 2018	2019	2018
OPERATING EXPENSES:		
Administrative expenses	9,581,813	7,671,173
Operations and maintenance	18,942,686	19,196,015
Other operating expenses	6,099,937	3,689,114
Depreciation and amortization	29,933,665	28,045,493
Total operating expenses	64,558,101	58,601,795
Operating income	43,796,685	33,571,747
NONOPERATING REVENUES (expenses):		
Interest income	5,273,584	2,541,537
Gain on sale of assets	4,348	_
Financing expense	(2,529,291)	(226,753)
Interest expense, net of interest capitalized	(35,551,238)	(34,908,809)
Total nonoperating revenues (expenses), net	(32,802,597)	(32,594,025)
Change in net position before capital grants and contributions	10,994,088	977,722
TxDOT capital grants and contributions, net	16,675,838	17,326
Change in net position	27,669,926	995,048
Total net position at beginning of year	636,151,033	635,155,985
Total net position at end of year	\$ 663,820,959	\$ 636,151,033
Statements of Cash Flows		
Years Ended June 30, 2019 and 2018	2019	2018
Cash flows from operating activities:		
Receipts from toll fees	\$ 101,641,302	\$ 91,130,996
Receipts from grants and other income	40,514	681,812
Payments to vendors	(26,158,836)	(22,051,246
Payments to employees	(5,160,799)	(4,789,619
Net cash flows provided by operating activities	70,362,181	64,971,943
Cash flows from capital and related financing activities:		
Proceeds from notes payable and other obligations	312,568,386	90,521,88
Payments on revenue bonds issuance	(2,254,919)	_
Payments on interest	(52,427,010)	(54,324,611
Payments on bonds	(9,028,847)	(9,403,471
Purchase of capital assets	(1,022,477)	(302,647
Payments for construction in progress	(174,467,655)	(240,014,400
Proceeds from capital grants	9,114,794	28,679,06
Net cash flows provided by (used) in capital and related financing activities	82,482,272	(184,844,182

Statements o	f Cash	Flows	(continued)
Statements of	LUSII	LION2	continueu)

rs Ended June 30, 2019 and 2018		2019		2018
Cash flows from investing activities:				
Interest income, gross of capitalized interest		9,913,994		5,083,086
Purchase of investments		(379,881,060)		(178,465,748)
Proceeds from sale or maturity of investments		289,512,410		261,164,872
Net cash flows provided by (used in) investing activities		(80,454,656)		87,782,210
Net increase (decrease) in cash and cash equivalents		72,389,797		(32,090,029)
Cash and cash equivalents at beginning of year		169,170,745		201,260,774
Cash and cash equivalents at end of year	\$	241,560,542	\$	169,170,745
Reconciliation of change in net position to net cash provided by operating activities:				
Operating income	\$	43,796,685	\$	33,571,747
Adjustments to reconcile change in net position to net cash provided by operating activities:				
Depreciation and amortization		29,933,665		28,045,493
Changes in assets and liabilities:				
Increase in due from other governments		(8,009,082)		(391,555)
(Increase) decrease in prepaid expenses and other assets		(153,649)		(8,519)
Increase (decrease) in accounts payable		3,289,075		(727,881)
Increase in accrued expenses		233,863		4,541,014
Increase in pension asset		649,171		(471,258)
Increase in deferred outflow of resources		664,726		421,167
Increase (decrease) in deferred inflow of resources		(42,273)		(8,265)
Total adjustments		26,565,496		31,400,196
Net cash flows provided by operating activities	\$	70,362,181	\$	64,971,943
- Reconciliation of cash and cash equivalents:				
Unrestricted cash and cash equivalents	\$	44,232,326	\$	49,687,164
Restricted cash and cash equivalents:	4	11,232,320	4	-15,007,10-1
Current		69,051,895		92,822,518
Noncurrent		128,276,321		26,661,063
Noncuitent _			\$	169,170,745







The Central Texas Regional Mobility Authority is a local, independent government agency created in 2002 to improve the regional transportation system in Travis and Williamson counties. The Mobility Authority implements innovative and sustainable transportation options to enhance quality of life and economic vitality in Central Texas. The Mobility Authority operates 183A Toll, 290 Toll, the 71 Toll Lane, the MoPac Express Lane, 45SW Toll, and 183 Toll (Phase I). The agency is finishing construction of the 8-mile 183 South Project and the 290/130 Flyovers Project.

For more information, visit www.mobilityauthority.com.



3300 NORTH IH-35, SUITE 300 AUSTIN, TX 78705 MOBILITYAUTHORITY.COM

Commissioners Court - Regular Session

Meeting Date: 06/16/2020 Juneteenth Proclamation 2020 Submitted For: Terry Cook

Submitted By: Garry Brown,

Commissioner

56.

Pct. #1

Department: Commissioner Pct. #1 **Agenda Category:** Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a proclamation honoring Juneteenth in Williamson County.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Juneteenth Proclamation 2020

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 06/05/2020 10:03 AM

Form Started By: Garry Brown Started On: 06/05/2020 09:33 AM

Final Approval Date: 06/05/2020



WHEREAS, Juneteenth recognizes that on June 19, 1865, almost three years after President Lincoln issued the Emancipation Proclamation, Union General Gordon Granger announced in Galveston the freedom of all slaves throughout Texas with these words, "The people of Texas are informed that in accordance with a proclamation from the Executive of the United States, all slaves are free,"; and

WHEREAS, this announcement ended the last major official vestige of slavery in the United States; and

WHEREAS, Juneteenth has been an official 40-year state holiday honoring the courageous Black Texans who have long struggled for civil rights in the 155 years since General Granger's proclamation; and

WHEREAS, Williamson County residents value history, ethnic heritage, and culture, which *accurately* reflects the real lives and struggles of African-Americans past, present, and future; and

WHEREAS, let us all be reminded that our nation has not yet achieved its full potential and that, even more so today, it is incumbent upon each of us to add our voices to those who are continuing to bend the arc of the moral universe towards justice;

NOW THEREFORE BE IT PROCLAMED, that the Williamson County Commissioners Court takes this action and hereby recognizes and proclaims, June 19, 2020 as:

"JUNETEENTH - TEXAS EMANCIPATION DAY"

in Williamson County, and encourages all Williamson County employees and residents to learn more about Juneteenth and support the noble purpose of this day.

Passed by Commissioners Court and Signed on this date:
Bill Gravell, County Judge

On behalf of the Williamson County Commissioners Court Members

Commissioners Court - Regular Session

Meeting Date: 06/16/2020

Subaward Grant Funds for Juvenile Serivces

Submitted By: John Pelczar, Juvenile Services

Department: Juvenile Services **Agenda Category:** Regular Agenda Items

Information

57.

Agenda Item

Discuss, consider, and take appropriate action on accepting subgrant award money for University of Texas-San Antonio for Juvenile Services.

Background

WCJS is being awarded subgrant monies of \$2500 from UTSA because we have participated in providing a teen pregnancy prevention curriculum called 17 Days to girls in our juvenile system. We will be using these funds to accomplish a variety of things, including:

- Providing incentives for the female participants in the program.
- Exploring community sex education trainers and providing this training to juveniles.
- Supporting youth who are pregnant with healthy and supportive community resources.
- Assisting youth/families with access to services and supports for medical attention related to sex (doctor visits, STD tests, medications, etc.) and pregnancy services.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Subaward Agreement Audit Questionnaire Audit Certification

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 06/09/2020 08:31 AM

Form Started By: John Pelczar Started On: 06/08/2020 02:19 PM

Final Approval Date: 06/09/2020

FDP Cost Reimb	bursement F	Research Subaward Agreement	
Federal Awarding Agency:			-
Pass-Through Entity (PTE):		Subrecipient:	
PTE PI:		Sub PI:	
PTE Federal Award No:		Subaward No:	
Project Title:			
Subaward Period of Performance (Budget Period): Start: End:		Amount Funded This Action (USD): \$	
Estimated Project Period (if incrementally funded): Start: End:		Incrementally Estimated Total (USD): \$	
	Terms and	Conditions	
	n Attachment 5. In	cribed above, to Subrecipient. The Statement of Wards and the statement of Subaward work, Subrecipient states and the statement of Subaward work, Subrecipient states are states as the statement of Wards and States are states as the statement of Wards are statement	
2. Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable of incurred. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subawa and 2 CFR 200.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall in current and cumulative costs (including cost sharing), Subaward number, and certification, as required in 2 CFR 200 (a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the party's Contact, shown in Attachment 3A.			ubaward shall include FR 200.415 estions
		ost sharing, marked "FINAL" must be submitted to F 3A, <u>not later than</u> 15 days after the	PTE's
The final statement of costs shall constituted. All payments shall be considered provisions such adjustment is necessary as a result	onal and are subje	ect to adjustment within the total estimated cost in	the event
,		award shall be directed to the appropriate party's Pal reports are required as shown in Attachment 4.	rincipal
Subaward, and any changes requiring pr	ior approval, shall uch change made	to this Subaward requires the written approval of e	ntact, as
7. The PTE may issue non-substantive cha Unilateral modification shall be considere sent to Subrecipient's	ed valid 14 days at	d of Performance and budget fter receipt unless otherwise indicated by Subrecip hown in Attachment 3B.	ient when
officers, or directors, to the extent allowe 9. Either party may terminate this Subaward	ed by law. d with 30 days wri nd 3B. PTE shall p	ay Subrecipient for termination costs as allowable	
10. By signing this Subaward, including the	attachments here	to which are hereby incorporated by reference, Su	brecipient
applicable terms of the Federal Award, ir	ncluding the appro d in Attachment 2.	dance with the terms and conditions of this Subawa opriate Research Terms and Conditions ("RTCs") of The parties further agree that they intend this Sub ents.	of the
By an Authorized Official of Pass-through Entity:		By an Authorized Official of Subrecipient:	
Name:	Deta		4.0
Title:	Date	Name: Dat	ıe

Attachment 1 Certifications and Assurances

Certification Regarding Lobbying (2 CFR 200.450)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the PTE.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.213 and 2 CFR 180)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

Audit and Access to Records

Per 2 CFR 200.501- 200.521, Subrecipient certifies that it will provide notice of any adverse findings which impact this Subaward and will provide access to records as required by parts 2 CFR 200.336, 200.337, and 200.201 as applicable. If Subrecipient is not subject to the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and provide access to such audits upon request.

Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)

Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the pilot program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

The Subrecipient shall require that the language of the certifications above in this Attachment 1 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Use of Name

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Attachment 2

Federal Award Terms and Conditions

Subaward Number

Required Data Elements

The data elements required by Uniform Guidance are incorporated

Federal Award Issue Date FAIN

CFDA No.

This Subaward Is:

Research & Development Subject to FFATA

Key Personnel Per NOA

CFDA Title

General Terms and Conditions

By signing this Subaward, Subrecipient agrees to the following:

- 1. To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website:
- 2. 2 CFR 200
- 3. The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at:
- 4. Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements found at:

except for the following:

- a. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the Contact shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.
- b. Any payment mechanisms and financial reporting requirements described in the applicable Federal Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward; and
- c. Any prior approvals are to be sought from the PTE and not the Federal Awarding Agency.
- d. Title to equipment as defined in 2 CFR 200.33 that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 2 CFR 200.313.
- e. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).
- 5. Treatment of program income:

Special Terms and Conditions:

Copyrights:

to PTE an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Subrecipient grants to PTE the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Federal Award.

Data Rights:

Subrecipient grants to PTE the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Data Sharing and Access (Check if applicable):

Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and access requirements as reflected in the NOA (or in the special terms below) and the Data Management/Sharing Plan submitted to the Federal Awarding Agency and

relevant Federal Awarding Agency as identified herein:
Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, as designated or Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 days of any subsequently identified COI.
Work Involving Human or Vertebrate Animals (Select Applicable Options)
No Human or Vertebrate Animals
Human Subjects Data (Select One)

If applying its own COI policy, by execution of this Subaward, Subrecipient certifies that its policy complies with the requirements of the

Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply:

Promoting Objectivity in Research (COI):

Additional Terms

Attachment 3A

Pass-Through Entity (PTE) Contacts

PTE Information	
Entity DUNS Name:	
Legal Address:	
Website:	
PTE Contacts	
Central Email:	
Principal Investigator Name:	
Email:	Telephone Number:
Administrative Contact Name:	
Email:	Telephone Number:
COI Contact email (if different to above):	
Financial Contact Name:	
Email:	Telephone Number:
Email invoices? Yes No Invoice email (if different):	
Authorized Official Name:	
Email:	Telephone Number:
PI Address:	
Administrative Address:	
Invoice Address:	

Attachment 3B

Subrecipient Contacts

Subrecipient	Information	for FFATA	reporting
--------------	-------------	------------------	-----------

Payment Address:

Entity's DUNS Name:	<u>A</u> reporting		
EIN No.:	Institution Type:		
DUNS:	Currently registered in SAM.gov:	Yes No	
Parent DUNS:	Exempt from reporting executive com	<u> </u>	No (if no, complete 3Bpg2)
Place of Performance Address	This section for U.S. Entities: Congressional District:	Zip Code <u>Look-up</u> Zip Code+4:	
Place of Performance Address	,		
Subrecipient Contacts			
Central Email: Website:			
Principal Investigator Name:			
Email:	Teleph	none Number:	
Administrative Contact Name:			
Email:	Teleph	none Number:	
Financial Contact Name:			
Email:	Teleph	one Number:	
Invoice Email:			
Authorized Official Name:			
Email:	Telepho	ne Number:	
Legal Address:			
Administrative Address:			

FDP 3B.1 SEPT 2017

Attachment 3B-2

Highest Compensated Officers

Subrecipient:
Institution Name:
PI Name:
Highest Compensated Officers The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed in the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.
Officer 1 Name:
Officer 1 Compensation:
Officer 2 Name:
Officer 2 Compensation:
Officer 3 Name:
Officer 3 Compensation:
Officer 4 Name:
Officer 4 Compensation:
Officer 5 Name:
Officer 5 Compensation:

Attachment 4

Reporting and Prior Approval Terms

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A):

Monthly technical/progress reports will be submitted to the PTE's within days of of the end of the month.

Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's

Annual technical / progress reports will be submitted within days prior to the end of each budget period to the PTE's . Such report shall also include a detailed budget for the next Budget Period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.

A Final technical/progress report will be submitted to the PTE's within end of the Project Period or after termination of this award, whichever comes first.

Technical/progress reports on the project as may be required by PTE's to satisfy its reporting obligations to the Federal Awarding Agency.

in order for the PTE

days of the

Prior Approvals:

Carryover:

Other Reports:

In accordance with 37 CFR 401.14, Subrecipient agrees to notify PTE's within days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to the PTE's within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.

A negative report is required:

Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

Other Special Reporting Requirements:

Attachment 5

Statement of Work, Cost Sharing, Indirects & Budget

Statement of Work

	Below	Attached,	pages	
If award is FFATA eligible and SOW exceeds	4000 chara	icters, include a S	Subrecipient Federal Award Proje	ect Description

Budget Information

Indirect Information Indirect Cost Rate (IDC) Applied %	Cost Sharing
Rate Type:	If Yes, include Amount: \$
Pudget Details	

Budget Details Below Attached, pages

Budget Totals

Direct Costs \$

Indirect Costs \$

Total Costs \$

All amounts are in United States Dollars

Grant # TP1AH000124-05

Sub Award Statement of Work for The Williamson County Juvenile Services 2019-2020

In accordance with the US Department of Health and Human Services Office of Adolescent Health, under the supervision of The University of Texas Health Science Center at San Antonio, hereinafter referred to as UTHSA UT Teen Health, The Williamson County Juvenile Services (WCJS) agrees to collaborate with UTHSA UT Teen Health in:

1. Conducting the following assessments:

Partner Needs and Resource Assessment (PNRA)

LGBTQ Youth Inclusivity Assessment

Positive Youth Development Assessment (PYDA)

Trauma-informed Practices Assessment

Professional Development Assessment

Organizational Capacity Assessment of Sustainability

- 2. Utilizing the Getting to Outcomes^{$^{\text{\tiny TM}}$} (GTO $^{^{\text{\tiny TM}}}$) model to ensure the Ten Step process is followed and progress is made.
- 3. Completing the Teen Pregnancy Prevention (TPP) Program Sustainability Plan for WCJS.
- 4. Participating in the Continuous Quality Improvement (CQI) process, including completing fidelity monitoring and conducting observations to ensure appropriate implementation and fit of the selected evidence-based program(s).
- 5. Utilizing established mechanisms to regularly collect and submit evaluation tools, which include pre-implementation plans, attendance logs, demographic forms, fidelity monitoring observation forms, and healthcare and non-healthcare logs and observation forms.
- 6. Participating in the required evidence-based program Training of Facilitators, Training of Trainers, other professional development training, and technical assistance meetings, including the GTO™ Training and Sustainability Planning Workshops.
- 7. Utilizing two staff members to represent WCJS in the local Stakeholder Leadership Team (SLT).
- 8. Coordinating / Conducting Fidelity Monitoring Observations of 10% of EBPs implemented.
- 9. Assisting in the completion of the six and twelve-month performance measure reports.
- 10. Reaching at least 200 youth utilizing an evidence-based programs (100 youth by December 31, 2019 and 100 youth by June 15, 2020).

Subaward Budget for The Williamson County Juvenile Services (WCJS) 2019-2020

WCJS collaboration with UT Teen Health as outlined in the Statement of Work,	\$2,500
Deliverables, and Reporting Schedule.	
Total Sub Award:	\$2,500

Attachment 6

Notice of Award (NOA) and any additional documents

The following pages include the NOA and if applicable any additional documentation referenced throughout this Subaward.

Not incorporating the NOA or any additional documentation to this Subaward.

1. DATE ISSUED MM/DD. 06/21/2019	except	RSEDES AWARD NOT that any additions or res in effect unless specifica	trictions previously imposed
2. CFDA NO. 93.297 - Adolescent Heal	th Programs		
3. ASSISTANCE TYPE Cod	perative Agreement		
4. GRANT NO. 5 TP1AH000 Formerly	0124-05-00	5. TYPE OF AWA	RD
4a. FAIN TP1AH000124		5a. ACTION TYPE	Non-Competing Continuation
6. PROJECT PERIOD	MM/DD/YYYY		MM/DD/YYYY
From	07/01/2015	Through	06/30/2020
7. BUDGET PERIOD From	MM/DD/YYYY 07/01/2019	Through	MM/DD/YYYY

DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLIC HEALTH SERVICE

OASH Office of Grants Management

200 Independence Avenue, SW Washington, DC 20201

NOTICE OF AWARD

AUTHORIZATION (Legislation/Regulations)
Division H, Title II of the Consolidated Appropriations Act, 2018 (Public Law No. 115-141)

8. TITLE OF PROJECT (OR PROGRAM)

Building Capacity to Support Replication of Evidence-based Teen Pregnancy Prevention in Texas.(Tier 1 A)

9a. GR	ANTEE NAME AND ADDRESS		9b. GRAN	EE PROJECT DIRECTOR	34.30.100.00				
U	NIVERSITY OF TEXAS HEALTH SCIENCE CENTER OF SAN ANTONIO	o	Dr. Kr	sten A. Plastino					
77	703 Floyd Curl Dr		7703	LOYD CURL DR					
S	an Antonio, TX 78229-3901		OBGY	N					
			SAN	NTONIO, TX 78229-3901					
				: 210-567-7036					
10a. G	RANTEE AUTHORIZING OFFICIAL		10b. FEDE	RAL PROJECT OFFICER					
М	r. Chris G. Green			elyn Crump McCain					
77	703 FLOYD CURL DR			Wooton Parkway					
M	C 7828		Suite						
0	ffice of Sponsored Programs		Rocky	ille, MD 20852					
			Phone	: 240-453-2823					
- 11	Al	L AMOUNTS ARE	SHOWN IN I	SD.		_			
1. APP	ROVED BUDGET (Excludes Direct Assistance)	E AMOONTO ARE		COMPUTATION					
	cial Assistance from the Federal Awarding Agency Only			of Federal Financial Assistance (from	item 11m)		750,000.00		
	project costs including grant funds and all other financial participation	П		bligated Balance From Prior Budget	10 04 00 00 00 00 00 00 00 00 00 00 00 00		0.00		
				nulative Prior Award(s) This Budget f			0.00		
a.	Salaries and WageS	232,730.00	5 paragraph and a control of the con	OF FINANCIAL ASSISTANCE TH	Control of the contro				
b.	Fringe Benefits	67,923.00	13. Total Federal Funds Awarded to Date for Project Period				750,000.00		
c.	Total Personnel Costs	300,653.00		MENDED FUTURE SUPPORT	roject Period		3,747,233.00		
				he availability of funds and satisfacto	ry progress of the	project):			
d.	Equipment	0.00				<u> </u>			
e.	Supplies	128,200.00	YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL	DIRECT COSTS		
f.	Travel	33,525.00	a. 6		d. 9				
	CONSTRUCTION OF THE PROPERTY O		b. 7		e. 10				
g.	Construction	0.00	c. 8		f. 11				
h.	Other	91,987.00	15. PROGRAM	INCOME SHALL BE USED IN ACCORD WITH	ONE OF THE FOLLOW	VING			
i.	Contractual	45.000.00	a. a.	DEDUCTION					
			b, c,	ADDITIONAL COSTS MATCHING			b		
J.	TOTAL DIRECT COSTS	599,365.00	d. e.	OTHER RESEARCH (Add / Deduct Option) OTHER (See REMARKS)					
k.	INDIRECT COSTS	150,635.00	40						
			ON THE ABOVE	D IS BASED ON AN APPLICATION SUBMITTE TITLED PROJECT AND IS SUBJECT TO THE T	ED TO, AND AS APPRO	OVED BY, THE FED NS INCORPORATED	ERAL AWARDING AGENCY DEITHER DIRECTLY		
1.	TOTAL APPROVED BUDGET	750,000.00		NCE IN THE FOLLOWING:					
			a. b.	The grant program legislation The grant program regulations.					
m.	Federal Share	750,000.00	c. d.	This award notice including terms and condition Federal administrative requirements, cost princi			is grant.		
n.	Non-Federal Share	0.00	prevail. Accep	ere are conflicting or otherwise inconsistent plance of the grant terms and conditions is action to the grant payment system.	policies applicable to t knowledged by the g	the grant, the above rantee when funds	re order of precedence shall are drawn or otherwise		
PE	MARKS (Other Terms and Conditions Attached - X Yes	F	7	***					
	(The state of the	L	No)						
- 1	his action provides FY19 OAH Funds for Tier 1A in the amount of \$750,	UUU.UU. See attached	Terms and Co	inditions.					

GRANTS MANAGEMENT OFFICIAL:

Scott Moore, Director, OASH Office of Grants Management 1101 Wootton Parkway

Rockville, MD 20852 Phone: 2404538822

17.0BJ CLA	ASS 41,51	18a. VENDOR	CODE	1741586031A3	18b. EIN	741586031	19. DUNS	800772162	20. CON	G. DIST.	21
FY	-ACCOUNT NO.		DOCUME	NT NO.	ADI	MINISTRATIVE CODE	AMT	ACTION FIN ASST	AP	PROPRIAT	ION
21. a.	9-19999SQ	b.	TP1AI	H0124A	C.	TPP01	d.	\$750,000.00	e.	75	-19-0120
22. a.		b.			c.		d.		e.		
23. a.		b.			c.		d.		e.		

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Federal Financial Repor	t Cycle		
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
07/01/2015	09/30/2015	Annual	12/29/2015
10/01/2015	12/31/2015	Quarterly	01/30/2016
01/01/2016	03/31/2016	Quarterly	04/30/2016
04/01/2016	06/30/2016	Quarterly	07/30/2016
07/01/2016	09/30/2016	Annual	12/29/2016
10/01/2016	12/31/2016	Quarterly	01/30/2017
01/01/2017	03/31/2017	Quarterly	04/30/2017
04/01/2017	06/30/2017	Quarterly	07/30/2017
04/01/2017	06/30/2017	Quarterly	07/30/2017
07/01/2017	09/30/2017	Annual	12/29/2017
10/01/2017	12/31/2017	Quarterly	01/30/2018
01/01/2018	03/31/2018	Quarterly	04/30/2018
01/01/2018	03/31/2018	Quarterly	04/30/2018
04/01/2018	06/30/2018	Quarterly	07/30/2018
07/01/2018	09/30/2018	Annual	12/29/2018
10/01/2018	12/31/2018	Quarterly	01/30/2019
01/01/2019	03/31/2019	Quarterly	04/30/2019
04/01/2019	06/30/2019	Quarterly	07/30/2019
07/01/2019	09/30/2019	Annual	12/29/2019
10/01/2019	12/31/2019	Quarterly	01/30/2020
01/01/2020	03/31/2020	Quarterly	04/30/2020
04/01/2020	06/30/2020	Final	09/28/2020

STANDARD TERMS

1. You must comply with all terms and conditions outlined in the grant award, including grant policy terms and conditions contained in applicable Department of Health and Human Services (HHS) Grant Policy Statements (GPS), (note any references in the GPS to 45 C.F.R. Part 74 or 92 are now replaced by 45 C.F.R. Part 75, and the SF-269 is now the SF-425), and requirements imposed by program statutes and regulations, Executive Orders, and HHS grant administration regulations, as applicable; as well as any requirements or limitations in any applicable appropriations acts. By drawing or otherwise obtaining funds for the award from the grant payment system or office, you accept the terms and conditions of the award and agree to perform in accordance with the requirements of the award.

The HHS Grants Policy Statement is available at: http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS awards are at 45 C.F.R. Part 75.

2. Certain changes to your project or personnel require prior approval from the Grants Management Officer (GMO). (See Part II, HHS Grants Policy Statement (GPS), any references in the GPS to 45 C.F.R. Part 74 or 92 are now replaced by 45 C.F.R. Part 75). All amendment requests requiring prior approval must be signed by the grantee authorizing official and or PI/PD and submitted through the GrantSolutions Amendment Module. Only responses signed by the GMO are considered valid. If you take action on the basis of responses from other officials or individuals, you do so at your own risk. Such responses will not be considered binding by or upon any OASH Office.

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Any other correspondence not relating to a prior approval item should be uploaded to Grant Notes within the GrantSolutions system. Include the Federal grant number and signature of the authorized business official and the project director on all such correspondence.

- 3. The *Department of Defense and Labor, Health and Human Services, and Education Appropriations Act, 2019 and Continuing Appropriations Act, 2019,* contains requirements and restrictions related to the use of federal funds from the HHS Office of the Assistant Secretary for Health (OASH) on all grant or cooperative agreements henceforth including the current budget period.
 - (1) Salary Limitation (section 202 of the FY 2019 appropriations act)

"None of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II."

The Salary Limitation is based upon the Executive Level II of the Federal Executive Pay Scale. Effective January 6, 2019, the Executive Level II salary is \$192,300. For the purposes of the salary limitation, the direct salary is exclusive of fringe benefits and indirect costs. An individual's direct salary is not constrained by the legislative provision for a limitation of salary. The rate limitation simply limits the amount that may be awarded and charged to the grant. A recipient may pay an individual's salary amount in excess of the salary cap with non-federal funds.

(2) Acknowledgement of Federal Grant Support (Section 505 of the FY 2019 appropriations act)

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds included in this Act, including but not limited to State and local governments and recipients of Federal research grants, shall clearly state—

- (a.) the percentage of the total costs of the program or project which will be financed with Federal money;
- (b.) the dollar amount of Federal funds for the project or program; and
- (c.) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources."
- 4. Reporting Subawards and Executive Compensation
 - a. Reporting of first-tier subawards.
 - 1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery Act funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111–5) for a subaward to an entity (see definitions in paragraph e. of this award term).
 - 2. Where and when to report.
 - i. You must report each obligating action described in paragraph a.1. of this award term to the <u>Federal Funding Accountability and Transparency Act Subaward Reporting System</u> (FFRS).
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the

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obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action as specified in the <u>submission instructions posted at http://www.fsrs.gov</u> specify.

b. Reporting Total Compensation of Recipient Executives.

- **1.** *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
- i. the total Federal funding authorized to date under this award is \$25,000 or more;
- ii. in the preceding fiscal year, you received—
- A. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. §170.320 (and subawards); and
- B. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. §170.320 (and subawards); and
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at the Executive Compensation page of the SEC website.)
- 2. Where and when to report. You must report executive total compensation described in paragraph
- b.1. of this award term:
- i. As part of your registration profile in the System for Award Management (SAM).
- ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

- 1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
- i. In the subrecipient's preceding fiscal year, the subrecipient received—
- A. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and
- B. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

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GRANT NO.	5 TF	P1AH000124-05-00

- ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at the Executive Compensation page of the SEC website.)
- *2. Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
- i. To the recipient.
- ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

- If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
- i. Subawards, and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions.

For purposes of this award term:

- 1. "Entity" means all of the following, as defined in 2 C.F.R. Part 25:
- i. A Governmental organization, which is a State, local government, or Indian tribe;
- ii. A foreign public entity;
- iii. A domestic or foreign nonprofit organization;
- iv. A domestic or foreign for-profit organization;
- v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- 2. "Executive" means officers, managing partners, or any other employees in management positions.
- 3. "Subaward":
- i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. ll .210 of the attachment to OMB Circular A–133, "Audits of States, Local Governments, and Non-Profit Organizations").

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iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

- 4. "Subrecipient" means an entity that:
- i. Receives a subaward from you (the recipient) under this award; and
- ii. Is accountable to you for the use of the Federal funds provided by the subaward.
- 5. "Total compensation" means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):
- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

5. Trafficking in Persons

This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104)

a. Provisions applicable to a recipient that is a private entity.

- 1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not-
- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of the award or subawards under the award.
- 2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –

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- i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either-
- A. Associated with performance under this award; or
- B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 C.F.R. Part 376.

b. Provision applicable to a recipient other than a private entity.

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity-

- 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
- 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either-
- i. Associated with performance under this award; or
- ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 C.F.R. Part 376

c. Provisions applicable to any recipient.

- 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term
- 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
- i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
- ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
- You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

- 1. "Employee" means either:
- i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

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- ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- 3. "Private entity":
- i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25.
- ii. Includes:
- A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).
- B. A for-profit organization.
- 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102)
- 6. You are hereby given notice that the 48 C.F.R. § 3.908 (related to the enhancement of contractor employee whistleblower protections), implementing 41 U.S.C. § 4712, as amended (entitled "Enhancement of contractor protection from reprisal for disclosure of certain information") applies to this award.
- 7. In any grant-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, grantees must treat same-sex spouses, marriages, and households on the same terms as opposite-sex spouses, marriages, and households, respectively. By "same-sex spouses," HHS means individuals of the same sex who have entered into marriages that are valid in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriages. By "same-sex marriages," HHS means marriages between two individuals validly entered into in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. By "marriage," HHS does not mean registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage.

8. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee

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Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. § 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five year period; and
- c. If one of the following:
- (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
- (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
- (3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of
- \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
- (4) Any other criminal, civil, or administrative proceeding if:
- (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition:
- (ii) It had a different disposition arrived at by consent or compromise with an acknowledgement of fault on your part; and
- (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to this requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year

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period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active grants, cooperative agreements, and procurement contracts includes
- (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
- (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.
- 9. Consistent with 45 C.F.R. § 75.113, applicants and recipients must disclose, in a timely manner, in writing to the HHS Awarding Agency, with a copy to the HHS Office of the Inspector General, all information related to violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Subrecipients must disclose, in a timely manner, in writing to the prime recipient (pass through entity) and the HHS Office of the Inspector General all information related to violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

Disclosures must be sent <u>in writing</u> to the awarding agency and to the HHS OIG at the following addresses:

HHS OASH Office of Grants Management

1101 Wootton Parkway, Suite 550

Rockville, MD 20852

AND

US Department of Health and Human Services Office of Inspector General

ATTN: OIG HOTLINE OPERATIONS—MANDATORY GRANT DISCLOSURES PO Box 23489

NOTICE OF AWARD (Continuation Sheet)

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Washington, DC 20026

URL: http://oig.hhs.gov/fraud/report-fraud/index.asp (Include "Mandatory Grant Disclosures" in subject line)

Fax: 1-800-223-8164 (Include "Mandatory Grant Disclosures" in subject line)

Failure to make required disclosures can result in any of the remedies described in 45 C.F.R. § 75.371 ("Remedies for noncompliance"), including suspension or debarment (See also 2 C.F.R. Parts 180 & 376 and 31 U.S.C. § 3321).

The recipient must include this mandatory disclosure requirement in all subawards and contracts under this award.

REPORTING REQUIREMENTS

1. FINANCIAL REPORTING REQUIREMENT Federal Financial Reporting (FFR) SF 425:

You must use the SF-425 Federal Financial Report (FFR) for expenditure reporting. You may find the SF-425 and instructions for completing the form on the Web at: http://apply07.grants.gov/apply/forms/sample/SF425-V1.0.pdf. You must complete all sections of the FFR.

- a. Your FFR reporting schedule has been issued as a condition of this grant award, including a Final FFR covering the entire project period due 90 days after the project period end date. You may also view the complete table of the reporting schedule after logging into GrantSolutions from the My Grants List screen, select the **Reports** menu dropdown and then select the **Federal Financial Report** submenu.
- b. GrantSolutions will automatically issue you a reminder seven (7) days prior to each report due date. If you have not submitted by the due date, you will receive a message indicating the report is **Past Due**. Please ensure your GrantSolutions account and contact information are up to date so you receive notifications.
- c. Electronic Submissions accepted only via GrantSolutions Your FFR must only be submitted for review via the GrantSolutions FFR reporting module. No other submission methods will be accepted without prior written approval from the GMO. You must be assigned to the grant with authorized access to the FFR reporting Module as FINANCIAL OFFICER when submitting. If you encounter any difficulties, contact the Grant Solutions Help Desk or your assigned Grants Management Specialist. Please reference the CONTACTS section of NoA Terms and Conditions to locate the name of this individual.

The Quarterly cash reporting to the HHS Payment Management System on the FFR is also required. Please note at this time, these FFR reports are separate submissions via the Payment Management System; data is not transferable between the two systems and you will report twice on certain data elements.

2. You must submit a semi-annual progress report and performance measure data for the period July 1, 2019 through December 31, 2019 within 30 days after the end of the reporting period. Format and instructions for submission of the progress report and performance measure data will be sent out by the Office of Adolescent Health. Your Progress reports must be uploaded to Grant Notes in Grant Solutions.

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You must submit a second semi-annual progress report and performance measure data for the period January 1, 2020 through June 30, 2020 within 30 days after the end of the reporting period. Format and instructions for submission of the progress report and performance measure data will be sent out by the Office of Adolescent Health. Your Progress reports must be uploaded to Grant Notes in Grant Solutions.

- 3. **Closeout Requirements:** This project is in its final budget period. Once the project period has ended you are required to submit a Final Program Progress report, the SF-425 Final Federal Financial report, the Payment Management System FFR Cash Transaction Report, and the SF-428 Tangible Personal Property report and/or Disposition report within 90 calendar days after the expiration of the project and budget period end date. Failure to submit these required reports when due may result in the imposition of a special award condition or the withholding of support for other active or future projects or activities involving your organization.
 - a. The Final Program Progress Report: Your reports must address content required by 45 CFR § 75.342(b)(2). Additional guidance on content of the progress report may be provided by the Program Office. Submit your report via attachment to the Grant Notes section within GrantSolutions.
 - b. SF-425 Final Federal Financial Report: Submit your Final FFR via the FFR Reporting Module in Grant Solutions. You may find the instructions for completing the FFR form on the Web at: http://apply07.grants.gov/apply/forms/sample/SF425-V1.0.pdf
 - c. Federal Financial Report (FFR) (SF-425) Cash Transactions: Submit your report via the HHS Payment Management System. The instructions for submitting this report are available at https://pms.psc.gov/.
 - d. SF-428 and SF-428-B Tangible Personal Property report and/or Disposition reports: Submit reports via attachment to the Grant Notes section within GrantSolutions. You may find the forms SF 428 on the Web at: https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html#sortby=1

Additional instructions for completing all reports will be provided in the Pre-closeout letter from the Office of Grants Management.

4. The Single Audit Act Amendments of 1996 (31 U.S.C. §§ 7501-7507) combined the audit requirements for all entities under one Act. An audit is required for all non-Federal entities expending Federal awards, and must be consistent with the standards set out at 45 CFR Part 75, Subpart F ("Audit Requirements"). The audits are due within 30 days of receipt from the auditor or within 9 months of the end of the fiscal year, whichever occurs first. The audit report when completed should be submitted online to the Federal Audit Clearinghouse at https://harvester.census.gov/facides/Account/Login.aspx.

CONTACTS

1. Fraud, Abuse and Waste:

The HHS Inspector General accepts tips and complaints from all sources about potential fraud, waste, abuse, and mismanagement in Department of Health and Human Services' programs. Your information will be reviewed promptly by a professional staff member. Due to the high volume of information that they receive, they are unable to reply to submissions. You may reach the OIG through various channels.

Internet: https://forms.oig.hhs.gov/hotlineoperations/index.aspx

NOTICE OF AWARD (Continuation Sheet)

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Phone: 1-800-HHS-TIPS (1-800-447-8477)

Mail: US Department of Health and Human Services Office of Inspector General ATTN: OIG HOTLINE OPERATIONS

PO Box 23489

Washington, DC 20026

For additional information visit https://oig.hhs.gov/fraud/report-fraud/index.asp

2. PAYMENT PROCEDURES:

Payments for grants awarded by OASH Program Offices are made through Payment Management Services (previously known as the Division of Payment Management) https://pms.psc.gov/home.html PMS is administered by the Program Support Center (PSC), HHS. NOTE: Please contact the Payment Management Services to establish an account if you do not have one.

Inquiries regarding payments should be directed to https://pms.psc.gov/home.html; Payment Management Services, P.O. Box 6021, Rockville, MD 20852; or 1-877-614-5533.

- 3. GrantSolutions is our web-based system that will be used to manage your grant throughout its life cycle. Please contact GrantSolutions User Support to establish an account if you do not have one. Your Grants Management Specialist has the ability to create a GrantSolutions account for the Grantee Authorized Official and Principle Investigator/Program Director roles. Financial Officer accounts may only be established by GrantSolutions staff. All account requests must be signed by the prospective user and their supervisor or other authorized organization official. For assistance on **GrantSolutions** issues please contact: **GrantSolutions User Support at 202-401-5282 or 866-577-0771**, email help@grantsolutions.gov, Monday Friday, 8 a.m. 6 p.m. ET. Frequently Asked Questions and answers are available at https://grantsolutions.secure.force.com/.
- 4. For assistance on **grants administration** issues please contact: Deborah Hayes, Grants Management Specialist, at (240) 453-8802, Fax (240) 453-8823, e-mail <u>Deborah.hayes@hhs.gov</u> or mail: Office of Grants Management, Department of Health and Human Services, Office of the Secretary, Office of the Assistant Secretary for Health, 1101 Wootton Parkway, Suite 550, Rockville, MD 20852.



Subrecipient Audit and Compliance Questionnaire Long Form

This form must be completed and submitted prior to issuance of any subaward

Subrecipient Information

Name (as it appears in DUNS \registration):	Villiamson County		
DUNS No.: 076930049	EIN: 7460009	78	
Contact Person for Administrative Matters:	John Pelczar		
Phone No.: 512-943-3204	Email Address:	JPelczar@wilco.org	
Contact Person for Financial	Email / Idai 655.	or crozar@wildo.org	
Matters:	Jody Cook		
Phone No.: 512-943-1595	Email Address:	Jody.cook@wilco.org	
Previous Federal Contracting	Experience		
Has your organization previously	y done work with the United S	States Federal Government? Yes: ⊠N	lo: □
2. If "Yes", please list the last three award or lower tier award.	grants/contracts in a field sir	milar to that of the proposal field and n	ote whether prime
Awarding Agency HUD Award Title Community Developme Block Grant Award Period 10/1/2018-09/30/201 Award Amount \$1,766,535.00 Were you the Prime Awardee? Awarding Agency Office of the Governor's Award Title Youth Mentoring Program Award Period 10/1/2018-09/30/201 Award Amount \$35,712.00	9 Yes: ⊠ No: □		
Were you the Prime Awardee?	Yes: □No: ⊠		
Awarding Agency Office of the Governor's Award Title Vocational Training Yo Program Award Period 10/1/2018-09/30/201 Award Amount \$36,000.00			
Were you the Prime Awardee?	Yes: □ No: ⊠		
	Federal Awards to your orga	anization during the last fiscal year by A	Agency?
\$2,235,223.00			

Long Form 18Dec2014

Audit and Financial Information (results of previous audit)

You indicated on a previous certification that your organization is not subject to an A-133 audit, does it have annual financial statements that have been reviewed or audited by an independent audit firm? If "Yes", please provide a copy of the statements for the most current year. If "No", please explain. Use additional pages as necessary.	Yes ⊠	No 🗆
See attached 2019 CAFR		
 Other than financial statements, has any aspect of your organization's activities been audited within the last two years by a government agency or independent public accountant? If "Yes", please describe the nature of the audits and any findings. Use additional pages as needed. The department's Pre-Adjudication facility, Post-Adjudication Facility, JJAEP, and training/certification compliance are audited annually by the Texas Juvenile Justice Department (TJJD). The department has always been found to be in compliance with the required state standards. The department completed is second PREA audit in March 2020. The department met all standards to be PREA compliant. 	Yes ⊠	No □
 In October 2018, an Administrative Review of the department's child nutrition program. During the review, in error was discovered in the meal counting and claiming process resulting in a finding of an overpayment to the department of \$1141.65, which the department refunded. 		
Are any of the key compliance or financial systems new? If "Yes", what changes were made and why?	Yes □	No ⊠
Has your institution, in the past three years, been subject to any federal site, audit, or monitoring visits? If "Yes", please list associated project information and visit outcome. Use additional pages as needed.	Yes □	No ⊠
Are duties separated so that no one individual has complete authority over an entire financial transaction?	Yes ⊠	No □
Does your organization have controls to prevent expenditure of funds in excess of approved, budgeted amounts?	Yes ⊠	No □
Are U.S. Federal Government funds deposited in a separate bank account, or otherwise restricted account?	Yes ⊠	No □
Are all disbursements properly documented with evidence of receipt of goods or performance of service?	Yes ⊠	No □
Are all bank accounts reconciled monthly?	Yes ⊠	No □
Are payroll charges checked against program budgets? What system does your organization use to control paid time and effort, especially time charged agreements? Kronos Payroll System- if necessary individual time keeping on a spreadsheet	Yes ⊠ to sponsored	No □

Long Form 18Dec2014

Is your time and effort system in compliance with 2 CFR 200.430 - Compensation-Personal Services	Yes	\boxtimes	No	
Are there procedures to ensure procurement at competitive prices?	Yes		No	
Is there an effective system of authorization and approval of capital equipment expenditures?	Yes	\boxtimes	No	
Is there an effective system of authorization and approval of travel expenditures?	Yes	\boxtimes	No	
Are detailed records of individual capital assets kept and periodically balanced with the general ledger accounts?	Yes	\boxtimes	No	
Are there effective procedures for authorizing and accounting for the disposal of property and equipment?	Yes	\boxtimes	No	
Are detailed property records periodically checked by physical inventory? How does the organization ensure that all cost transfers are legitimate and appropriate? Expenditures are reviewed by accounting staff to insure unhallowed cost are not submitted to the granting agency for reimbursement.	Yes		No	
Does the organization have an indirect cost allocation plan or a U.S. Government federally negotiated indirect cost rate agreement? Please provide a copy of the rate agreement.	Yes		No	
Does the organization have procedures which provide assurance that consistent treatment is applied in the distribution of indirect charges to all grants? N/A	Yes		No	
Compliance Issues				
Does your organization engage in any lobbying or partisan political activity which is charged, directly or indirectly, to a federally assisted program?	Yes		No	\boxtimes
Does your organization have a formal system for complying with the Davis-Bacon Act which requires payment of prevailing wages on federal contracts?	Yes		No	
Does your organization have a formal policy of nondiscrimination and a formal system for complying with U.S. Federal civil rights requirements?	Yes	\boxtimes	No	
Does your organization have a cash forecasting process which will minimize the time elapsed between the drawing down of funds and the disbursements of those funds?	Yes		No	
Does your organization have in place procedures to ensure financial reports will be completed in an accurate and timely manner when required?	Yes	\boxtimes	No	
The information, certifications and representations above have been read, signed, and mad of the subrecipient named herein. The appropriate programmatic and administrative person application are aware of agency policy in regard to subawards and are prepared to establish institutional agreements consistent with those policies.	nel inv	olved in t	his	
Signature Date				
Name: Jerri L. Jones Title: County Auditor				

Long Form 18Dec2014

Audit Certification

OMB Circular A-133

Institution:

Signature

The University of Texas Health Science Center at San Antonio (UTHSCSA) is required by OMB Circular A-133 to determine if our subrecipients have met the audit requirements of the Circular and whether they are in compliance with Federal laws and regulations.

Please check the appropriate items below, sign and return to the address indicated below.

I certify	y to the following:
1. ()	We are not subject to the audit requirements of OMB Circular A-133 because our organization expended no more than \$500,000 in federal funds from all sources (including pass-through federal funds) during the fiscal year ended
2. (X)	We have completed our A-133 audit for our fiscal year that ended _September 30, 2019 _ and:
	(X) Financial statements received an unqualified opinion from our independent certified public accountants; the administration for Federal projects has been audited in accordance with OMB Circular A-133, and there were no material instances of noncompliance with Federal laws and regulations or reportable conditions; and there were no findings in the single audit report that are specifically related to awards from the UTHSCSA.
	() We have completed our OMB Circular A-133 audit, and material noncompliance issues and/or reportable conditions were noted. A copy of the audit report and our response is attached
	() There were findings in the single audit report that are specifically related to a prime award from UTHSCSA. A listing of awards and the explanation of the findings as they relate to the prime award is attached.
3. ()	We have not completed our OMB Circular A-133 audit. We expect the audit to be completed by
4. ()	Other. Please explain.
Jerri L	. Jones County Auditor
Name (Instituti	typed or printed) Title on:

RETURN THIS CERTIFICATION AND DOCUMENTS, IF APPLICABLE, TO THE OFFICE OF SPONSORED PROGRAMS, THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO, MC 7828, 7703 FLOYD CURL DRIVE, SAN ANTONIO TX 78229-3900 AS SOON AS POSSIBLE. IF YOU PREFER TO EMAIL, PLEASE EMAIL GRANTS@UTHSCSA.EDU.

Date

Meeting Date: 06/16/2020

County Support During Hurricane Season

Submitted By: Michael Shoe, Emergency Management

Department: Emergency Management **Agenda Category:** Regular Agenda Items

Information

58.

Agenda Item

Discuss and consider with regard to Williamson County personnel and equipment responding to requests for assistance during Hurricane Season.

Background

Discuss Williamson County providing personnel and equipment to respond to requests for assistance during the Hurricane Season while also responding to and preparing for an increased readiness to the Coronavirus Pandemic.

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 05/28/2020 11:23 AM

Form Started By: Michael Shoe Started On: 05/28/2020 11:18 AM

Meeting Date: 06/16/2020

Constable Precinct One Budget Amendment for 2020 Budget

Submitted By: Pam Navarrette, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

59.

Agenda Item

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

Background

The budget amendment recognizes insurance proceeds for repairs to a damaged Constable Precinct One vehicle.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.364100	Insurance Proceeds	\$8,099.73

Attachments

No file(s) attached.

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 06/08/2020 08:55 AM

Form Started By: Pam Navarrette Started On: 06/04/2020 04:25 PM

Meeting Date: 06/16/2020

Constable Precinct One Budget Amendment for 2020 Budget

Submitted By: Pam Navarrette, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

60.

Agenda Item

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

Background

To recognize insurance proceeds and the associated expenditures related to the damaged Constable Precinct One vehicle.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0551.004541	Vehicle Maintenance	\$8,099.73

Attachments

No file(s) attached.

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 06/08/2020 08:56 AM

Form Started By: Pam Navarrette Started On: 06/04/2020 04:41 PM

Meeting Date: 06/16/2020
Parks Donation BA Rev 06.16.20

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

Auditor

61.

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 \$2,000.00 donation for memorial bench for Cody Smith and \$175.00 in donations for firewood from various patrons.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367403	Park Donations	\$2,175.00

Attachments

No file(s) attached.

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 06/08/2020 01:51 PM

Form Started By: Melanie Denny Started On: 06/08/2020 09:27 AM

Meeting Date: 06/16/2020
Parks Donation BA Exp 06.16.20

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

Auditor

62.

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 \$2,000.00 donation for memorial bench for Cody Smith and \$175.00 in donations for firewood from various patrons.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0510.003670	Use of Donations	\$2,175.00

Attachments

No file(s) attached.

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 06/08/2020 02:00 PM

Form Started By: Melanie Denny Started On: 06/08/2020 09:28 AM

Meeting Date: 06/16/2020 Williamson County EMS Donation

Submitted For: Michael Knipstein Submitted By: Theresia Carter, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

63.

Agenda Item

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

Background

Daurice M. Bussey has willed to Willamson County EMS a portion of her estate.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367401	EMS Donations	\$38561.31

Attachments

No file(s) attached.

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 06/10/2020 10:19 AM

Form Started By: Theresia Carter Started On: 06/09/2020 04:05 PM

Meeting Date: 06/16/2020

Williamson County EMS Donation Received

Submitted For: Michael Knipstein Submitted By: Theresia Carter, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

64.

Agenda Item

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

Background

Place \$38561.31 from the estate of Daurice M. Bussey into the EMS line item 003670.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0540.003670	Use of Donations	\$38561.31

Attachments

No file(s) attached.

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 06/10/2020 10:19 AM

Form Started By: Theresia Carter Started On: 06/09/2020 04:12 PM

Meeting Date: 06/16/2020

Salary Grievance Committee Selection

Submitted By: Saira Hernandez, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

65.

Agenda Item

Discuss, consider and take appropriate action approving a salary grievance committee, including alternates.

Background

Per Local Government Code 152.014, a salary grievance committee is partially composed of nine public members. These members shall be selected during a meeting of the Commissioners Court. This committee will serve, if needed, during this fiscal year 2020 in regard to elected officials salaries.

Fiscal Impact

	From/To	Acct No.	Description	Amount
- 1			<u> </u>	

Attachments

No file(s) attached.

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 06/05/2020 11:25 AM

Form Started By: Saira Hernandez Started On: 06/05/2020 11:00 AM

Meeting Date: 06/16/2020

2021 Benefits Committee Budget Recommendations, Benefit Plan Designs, Plan Changes,

Employer Contributions, Employee and Retiree Rates

Submitted For: Rebecca Clemons **Submitted By:** Shelley Loughrey,

Human Resources

66.

Department: Human Resources **Agenda Category:** Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding the Benefits Committee proposed recommendations for the 2021 Benefit Plan Year: Plan Designs, Plan Changes, Employer Funding Contributions, Employee Rates and Retiree Rates.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2021 Benefits Committee Budget Recommendations

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 06/10/2020 03:25 PM

Form Started By: Shelley Loughrey Started On: 06/10/2020 03:04 PM

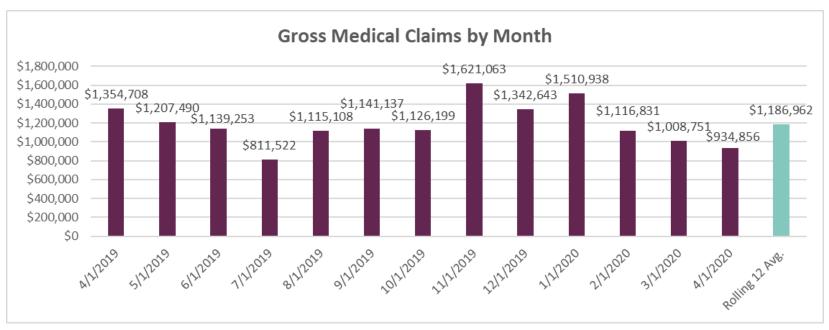


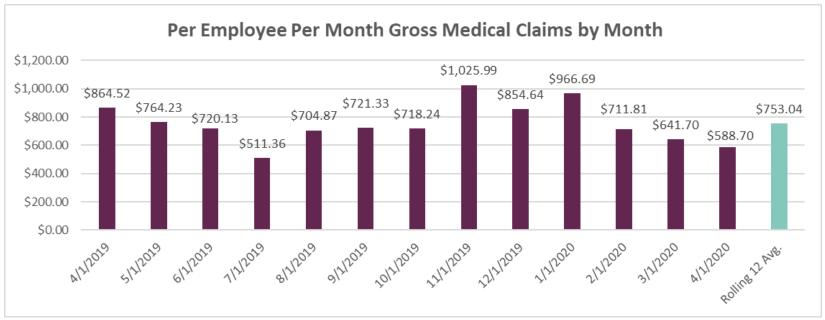
WILLIAMSON COUNTY

2021 BENEFITS FUND BUDGET –
BENEFIT COMMITTEE RECOMMENDATIONS
JUNE 16,2020



MEDICAL CLAIMS BY MONTH









PHARMACY CLAIMS BY MONTH









FIXED COST ASSUMPTIONS

2020 Plan Year			
Medical Admin	PEPM	Annual	
Nexus Plan	\$53.65	\$809,257	
Choice +	\$51.03	\$193,506	
Other	\$0.00	\$0	
Other	\$0.00	\$0	
Total	\$52.79	\$1,002,762	

Increase
3%
3%
N/A
N/A

2021 Plan Year			
Medical Admin	PEPM	Annual	
Nexus Plan	\$55.26	\$729,226	
Choice +	\$52.56	\$199,311	
Choice+ OON	\$2.46	\$46,738	
HSA Plan	\$61.22	\$115,568	
Total	\$57.42	\$1,090,844	

\$88,081 Increase:

Stop-Loss Admin	PEPM	Annual
SL Family	\$65.81	\$1,250,127
Agg SL	\$4.90	\$93,080
Total	\$70.71	\$1,343,207

Increase
8%
0%

Stop-Loss Admin	PEPM	Annual
SL Family	\$71.07	\$1,350,137
Agg SL	\$4.90	\$93,080
Total	\$75.97	\$1,443,217

\$100,010 Increase:

Other Costs	PEPM	Annual
Shared Savings (R12)	\$15.05	\$285,942
Legislative	\$0.44	\$8,292
Total	\$15.49	\$294,233

Increase
N/A
5%

Other Costs	PEPM	Annual
Shared Savings (R12)	\$15.05	\$285,942
Legislative	\$0.46	\$8,685
Total	\$15.51	\$294,627

Increase: \$393

Rebates	PEPM	Annual
Rx Rebates	-\$85.00	-\$1,614,660

Increase
4.3%

Rebates	PEPM	Annual
Rx Rebates	-\$88.69	-\$1,684,837

Increase: -\$70,177



Page 4

COVID-19 ESTIMATED COST

Estimated Cost of Hospitalization				
Symptomatic Infection Rate	1.0%	5.0%	10.0%	
Number of Members	3,472	3,472	3,472	
Members Infected	34.7	173.6	347.2	
Members Requiring Hospitalization	1.3	6.4	12.7	
Total Cost per Hospitalization	\$34,339	\$34,339	\$34,339	
Members Requiring ICU	0.2	1.1	2.2	
Total Cost per ICU Admission	\$86,995	\$86,995	\$86,995	
Members with Mild Cases	33.23	166.13	332.27	
Total Cost for Mild Cases	\$400	\$400	\$400	
Geographic Modifier to Cost	1.05	1.05	1.05	
COVID-19 Total Cost	\$78,686	\$393,429	\$786,857	
Member Cost Share	-\$11,023	-\$55,117	-\$110,233	
COVID-19 Plan Paid	\$67,662	\$338,312	\$676,624	
Per Employee Per Month	\$3.59	\$17.95	\$35.89	

Deferral of Elective Procedures				
Fiscal Year Impact	2019-2020	2020-2021		
Porjected PEPM Claims	\$948.97	\$1,046.00		
Deferred Elective Factor	0.9470	1.0265		
Adjusted PEPM Claims	\$898.72	\$1,073.69		
PEPM Impact	(\$50.25)	\$27.69		
\$ Impact	(\$952,127)	<i>\$524,738</i>		

- Deferred services are estimated to save 25% for May and slowly ramping back to normal in October. Then it is estimated that 50% of the pent-up demand of services will return at the end of the year and into next year
- Testing is estimated at \$75 per participant
- Estimated a 20% increase in mental health claims





2021 BUDGET PROJECTION INCLUDING PLAN DESIGN & CONTRIBUTION CHANGES

Total Operating Expenses
Total Revenue Accounts
(Surplus)/Deficit

2020		2021	
Budget	HMA Reforecast	No Changes	HMA Projection
\$24,626,094	\$21,832,857	\$24,768,681	\$24,473,670
\$23,592,328	\$23,407,662	\$24,768,681	\$24,473,670
\$1,033,766	-\$1,574,805	\$0	\$0

FTE Positions
FTE Funding

2020	2021		
Budget	No Changes	HMA Projection	
1,922	1,932	1,932	
\$799	\$849	\$825	





2021 PLAN CHANGES

- Introduce a new HSA plan
 - Assume 10% enrollment in the plan
 - \$500 HSA Deposit for Single/Family
- Increase deductible on both current plans to \$2,000
- Increase the emergency room copay to \$400
- Employee contribution changes
 - Employee/County Cost Share
- Deferred services future potential claims removed
 - Consider future claims paid out from reserve
- Choice+ out of network strategy
 Additional admin of \$2.46 PEPM Naviguard
 (Reduces Shared Savings Expenses for OON claims)
- Discuss limiting Retiree Enrollment (5 years to 10 years)





2021 PROPOSED PLAN DESIGNS

Medical Plan Design

Coinsurance Annual Deductible (Individual) Out of Pocket Max (Individual)

Physician Office Visit Specialist Office Visit

Inpatient Hospital Emergency Room Urgent Care

Pharmacy

Rx Deductible Generic Preferred Brand Non-preferred Brand Specialty Pharmacy

HSA Deposit (Individual/Family)

Active Enrollment %

Current (2020)	2021 Plan Year			
In-Network Benefits				
Nexus / Choice+ Plan	Nexus / Choice+ Plan	New HSA Plan		
80%	80%	80%		
\$1,750	\$2,000	\$3,000		
\$5,500	\$5,500	\$5,500		
\$30	\$30	Deductible / Coinsurance		
\$55	\$55	Deductible / Coinsurance		
80%	80%	Deductible / Coinsurance		
\$300	\$400	Deductible / Coinsurance		
\$45	\$45	Deductible / Coinsurance		
<u>Retail</u>	<u>Retail</u>	<u>Retail</u>		
\$0	\$0	Deductible / Coinsurance		
35% (\$10 Min/\$100 Max)	35% (\$10 Min/\$100 Max)	Deductible / Coinsurance		
35% (\$40 Min/\$100 Max)	35% (\$40 Min/\$100 Max)	Deductible / Coinsurance		
35% (\$75 Min/\$100 Max)	35% (\$75 Min/\$100 Max)	Deductible / Coinsurance		
\$125	\$125	Deductible / Coinsurance		
N/A	N/A	\$500/\$500		
80% / 20%	70% / 20%	10%		





2021 CONTRIBUTIONS CHANGES - EMPLOYEE

	2020 Monthly Contributions			
	<u>Employee</u>	EE + Spouse	EE + Child	<u>Family</u>
Nexus Plan	\$54.08	\$216.32	\$113.36	\$226.72
Choice +	\$211.12	\$350.48	\$269.36	\$404.56
		2021 Monthly	Contributions	S
	<u>Employee</u>	EE + Spouse	EE + Child	<u>Family</u>
Nexus Plan	\$59.49	\$237.95	\$124.70	\$276.60
Choice +	\$232.23	\$385.53	\$296.30	\$475.36
New HSA Plan	\$44.00	\$176.00	\$92.23	\$204.58
		Monthly \$	Increase	
	<u>Employee</u>	EE + Spouse	EE + Child	<u>Family</u>
Nexus Plan	\$5.41	\$21.63	\$11.34	\$49.88
Choice +	\$21.11	\$35.05	\$26.94	\$70.80
New HSA Plan	N/A	N/A	N/A	N/A

	\$ Per Paycheck Increase			
	<u>Employee</u>	EE + Spouse	EE + Child	<u>Family</u>
Nexus Plan	\$2.70	\$10.82	\$5.67	\$24.94
Choice +	\$10.56	\$17.52	\$13.47	\$35.40
New HSA Plan	N/A	N/A	N/A	N/A





2021 EMPLOYER/EMPLOYEE MEDICAL PLAN COST

2021 Employee/Employer Costs					
With All Incentives					
	Employee Per Pay	Monthly	Monthly		
Nexus ACO OA Plan	Period	Employee	Employer	Total Cost	
Employee Only	\$29.75	\$59.49	\$535.38	\$594.87	
Employee/Spouse	\$118.98	\$237.95	\$1,377.40	\$1,615.35	
Employee/Child	\$62.35	\$124.70	\$1,284.29	\$1,408.99	
Employee/Family	\$138.30	\$276.60	\$2,152.17	\$2,428.77	
With All Incentives					
Choice Plus Plan	Employee Per Pay Period	Monthly Employee	Monthly Employer	Total Cost	
Employee Only	\$116.12	\$232.23	\$504.57	\$736.80	
Employee/Spouse	\$192.77	\$385.53	\$1,543.02	\$1,928.55	
Employee/Child	\$148.15	\$296.30	\$1,392.53	\$1,688.83	
Employee/Family	\$237.68	\$475.36	\$2,406.39	\$2,881.75	
With All Incentives					
	Employee Per Pay	Monthly	Monthly		
HSA Plan	Period	Employee	Employer	Total Cost	
Employee Only	\$22.00	\$44.00	\$491.38	\$535.38	
Employee/Spouse	\$88.00	\$176.00	\$1,277.81	\$1,453.81	
Employee/Child	\$46.12	\$92.23	\$1,175.86	\$1,268.09	
Employee/Family	\$102.29	\$204.58	\$1,981.32	\$2,185.90	



2021 CONTRIBUTIONS CHANGES - RETIREE

Retire Prior to 2/1/13

Nexus Plan

Choice +

Nexus Plan

Choice +

Nexus Plan

Choice +

PY 2020 Monthly Contributions				
<u>EE</u>	<u>ES</u>	<u>EC</u>	<u>EF</u>	
\$54.08	\$216.32	\$113.36	\$226.72	
\$211.12	\$350.48	\$269.36	\$404.56	
PY	2021 Month	ly Contribut	tions	
<u>EE</u>	<u>ES</u>	<u>EC</u>	<u>EF</u>	
\$59.49	\$237.95	\$124.70	\$276.60	
\$232.23	\$385.53	\$296.30	\$475.36	
	Monthly	\$ Increase		
<u>EE</u>	<u>ES</u>	<u>EC</u>	<u>EF</u>	
\$5.41	\$21.63	\$11.34	\$49.88	
\$21.11	\$35.05	\$26.94	\$70.80	



2021 CONTRIBUTIONS CHANGES - RETIREE

8-15 yrs of service, Retire after 2/2013

Nexus Plan

Choice +

Nexus Plan

Choice +

Nexus Plan

Choice +

PY 2020 Monthly Contributions					
<u>EE</u>	<u>ES</u>	<u>EC</u>	<u>EF</u>		
\$410.80	\$790.40	\$643.76	\$974.48		
\$580.32	\$1,024.40	\$833.04	\$1,217.84		
PY 2021 Monthly Contributions					
<u>EE</u>	<u>ES</u>	<u>EC</u>	<u>EF</u>		
\$451.88	\$869.44	\$708.14	\$1,188.87		
\$638.35	\$1,126.84	\$916.34	\$1,430.97		
Monthly \$ Increase					
<u>EE</u>	<u>ES</u>	<u>EC</u>	<u>EF</u>		
\$41.08	\$79.04	\$64.38	\$214.39		
\$58.03	\$102.44	\$83.30	\$213.13		





2021 CONTRIBUTIONS CHANGES - RETIREE

16+ yrs of service after 2/2013

Nexus Plan

Choice +

Nexus Plan

Choice +

Nexus Plan

Choice +

P	Y 2020 Mon	thly Premiu	ms		
<u>EE</u>	<u>ES</u>	<u>EC</u>	<u>EF</u>		
\$225.68	\$455.52	\$353.60	\$535.60		
\$377.52	\$755.04	\$512.72	\$755.04		
P	PY 2021 Monthly Premiums				
<u>EE</u>	<u>ES</u>	<u>EC</u>	<u>EF</u>		
\$248.25	\$501.07	\$388.96	\$653.44		
\$415.27	\$830.54	\$563.99	\$887.18		
Monthly \$ Increase					
<u>EE</u>	<u>ES</u>	<u>EC</u>	<u>EF</u>		
\$22.57	\$45.55	\$35.36	\$117.84		
\$37.75	\$75.50	\$51.27	\$132.14		



















































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BECAUSE they

Meeting Date: 06/16/2020

Inner Loop Annex Renovation (P434) - Vaughn Contract Amendment #1

Submitted For: Dale Butler Submitted By: Wendy Danzoy, Building

Maintenance

67.

Department: Building Maintenance **Agenda Category:** Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Contract Amendment #1 to Agreement Between Owner and Contractor between Williamson County and JT Vaughn Construction, LLC relating to the Williamson County Inner Loop Annex & Radio Shop Building Renovations Project.

Background

On December 10, 2019, the Commissioners Court approved a contract between Williamson County and JT Vaughn, LLC for construction on the Inner Loop Annex & Radio Shop Building Renovation Project. Williamson County would like to increase the Owner's Construction Contingency under Section 5.3 of the contract from the original amount of \$190,000.00 to the increased amount of \$340,000.00.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Inner Loop Vaughn Contract Amendment #1

Form Review

Inbox Reviewed By Date

Hal Hawes 06/11/2020 11:37 AM
County Judge Exec Asst. Andrea Schiele 06/11/2020 11:59 AM

Form Started By: Wendy Danzoy Started On: 06/11/2020 11:27 AM

CONTRACT AMENDMENT NO. 1 TO AGREEMENT BETWEEN OWNER AND CONTACTOR

This Contract Amendment No. 1 to Agreement Between Owner and Contractor ("Amendment No. 1") is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "Owner") and J.T. Vaughn Construction, LLC (the "Contractor").

RECITALS

WHEREAS, the Owner and the Contractor previously executed that certain Agreement Between Owner and Contactor (the "Contract"), being dated effective December 10, 2019, wherein Contractor agreed to perform construction services in connection with the Williamson County Inner Loop Annex & Radio Shop Building Renovations ("Project");

WHEREAS, the Owner would like to increase the "Owner's Construction Contingency" under Section 5.3 of the Contract from the original amount of \$190,000.00 to the increased amount of \$340,000.00; and

WHEREAS, it has become necessary to modify and amend the Contract in accordance with the provisions thereof.

AGREEMENT

NOW, THEREFORE, premises considered, the Owner and the Contractor agree that the Contract is amended and modified as follows:

I. Section 5.3 – Owner's Construction Contingency shall be amended as follows:

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

\$340,000.00

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

II.	Terms of	Contract	Control	and Extent	of A	Amendment No.	. 1
-----	----------	----------	---------	------------	------	---------------	-----

All other terms of the Contract and any prior amendments thereto, if any, which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

III. IN WITNESS WHEREOF, the Owner and the Contractor have executed this Amendment No. 1, in duplicate, to be effective as of the date of the last party's execution below.

CONTRACTOR:	OWNER:		
J.T. Vaughn Construction, LLC	Williamson County, Texas		
By:	By:		
Printed Name: _J. Thomas Vaughn	Printed Name:		
Title: CEO	Title:		
Date:, 20	Date:, 20		

Meeting Date: 06/16/2020

Receive updates on the Department of Infrastructure projects and issues

Submitted For: Robert Daigh Submitted By: Vicky Edwards,

Infrastructure

68.

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 05/21/2020 05:07 PM

Form Started By: Vicky Edwards Started On: 05/21/2020 10:26 AM

Final Approval Date: 05/21/2020

Meeting Date: 06/16/2020

Road Bond Construction Summary Report

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

69.

Agenda Item

Receive and acknowledge the June 2020 Construction Summary Report and PowerPoint Presentation for the Road Bond Program.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

June 2020 Construction Summary Report June 2020 PowerPoint Presentation

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 06/11/2020 10:43 AM

Form Started By: Dawn Haggard Started On: 06/08/2020 12:02 PM



ROAD BOND PROGRAM

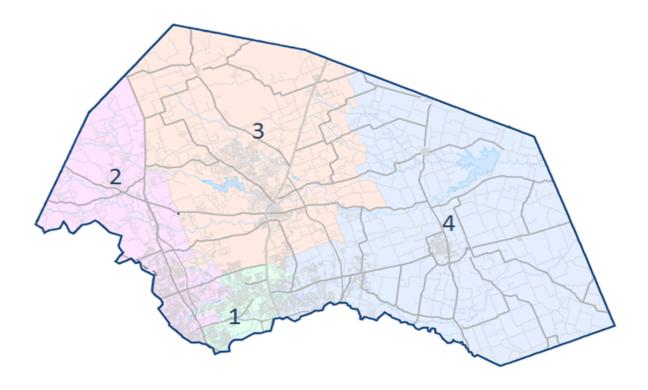
Construction Summary Report

County Judge Bill Gravell, Jr.

Commissioners Terry Cook Cynthia Long Valerie Covey Russ Boles **June 2020**

WWW.ROADBOND.ORG

Volume XIX - Issue No.06



Presented By:



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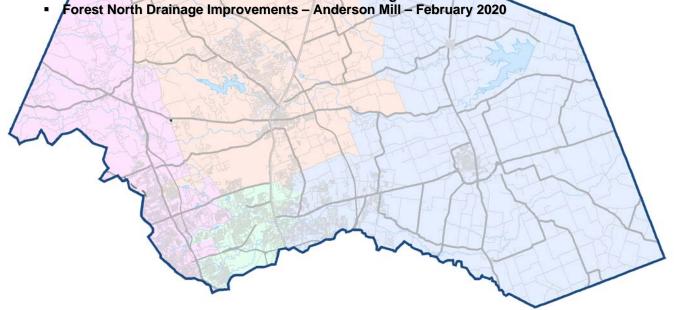
Completed Projects	1
PRECINCT No. 1 – Commissioner Terry Cook	5
North Mays Street Extension Phase 1 (Paloma Drive to Oakmont Drive)	8
Forest North Drainage Improvements - Anderson Mill	10
Great Oaks Water Line Relocations	11
PRECINCT No. 2 – Commissioner Cynthia Long	13
Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road)	16
San Gabriel Ranch Road Bridge at Lackey Creek (Remuda Drive to San Ga	ıbriel
Ranch Road)	17
Seward Junction Improvements (SH 29 to CR 266 & CR 266 south of CR 25	9 to SH
29)	18
PRECINCT No. 3 – Commissioner Valerie Covey	20
Inner Loop Improvements (Wilco Way to Belmont Drive)	23
Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)	24
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PRECINCT No. 4 – Commissioner Russ Boles	28
CR 110 Middle (Limmer Loop to CR 107)	31

WILLIAMSON COUNTY **ROAD BOND PROGRAM**

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF MAY 2020

- Pond Springs Road (signal) Apr 2002
- McNeil Road, Phase 1 Jan 2005
- McNeil Road, Phase 2 Feb 2007
- RM 620, Phase 1 Jan 2009
- Pond Springs Road Sep 2010
- County Road 174 at Brushy Creek Jun 2011
- O'Connor Drive Extension Apr 2012
- King of Kings Crossing Aug 2012 RM 620 Safety Improvements Dec 2014 Pearson Ranch Road Oct 2017
- Forest North Drainage Improvements Phase 2 Oct 2017
- RM 620 Phase 2 Jul 2018 O'Cornor Drive N of RM 620 Jul 2018
- Neenah Avenue Widening Dec 2018
- Neenah Avenue and Pearson Ranch Road Traffic Signal Jan 2019



WILLIAMSON COUNTY ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF MAY 2020

- RM 1869 at SH 29 (signal) Aug 2002
- River Bend Oaks Feb 2003
- County Road 175 Jun 2003
- County Road 200 Sep 2003
- Ronald Reagan Blvd, South Ph. 1 Dec 2004
- County Road 214 Feb 2005
- County Road 258 Sep 2006
- San Gabriel Pkwy, Ph. 1 Feb 2007
- Ronald Reagan Blvd North Ph. 1 Mar 2007
- Lakeline Blyd Jul 2007
- Ronald Reagan Blvd South Ph. 2 Feb 2008
- US 183 at CR 274 Feb 2008
- County Road 175 Phase 2A Jan 2010
- US 183 at FM 3405 Traffic Signal Mar 2010
- US 183 at FM 3405 Left Turn Lanes May 2010
- County Road 214 Phase 2A Jan 2011
- San Gabriel Parkway Ph. 2 Oct 2011
- US 183 (PTF) Apr 2012
- SH 29 TWLTL Liberty Hill Dec 2012
- Hero Way Feb 2013
- County Roads 260/266 Apr 2013
- County Road 277 Jul 2014
- Lakeline Blvd at US 183 Nov 2014
- Lakeline Blvd Ph. 2 Apr 2015
- County Road 258 Jul 2017
- County Road 200 at Bold Sundown Oct 2018
- Ronald Reagan at Santa Rita Ranch Feb 2019
- CR 200 at SH 29 / Loop 332 Jul 2019
- Lakeline Right Turn Lanes Aug 2019
- Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road) Feb 2020
- San Gabriel Ranch Road Bridge Mar 2020

WILLIAMSON COUNTY ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF MAY 2020

- Cedar Hollow at SH 29 (signal) Aug 2002
- Georgetown Inner Loop Project 2 Aug 2003
- Georgetown Inner Loop Project 1 Jun 2004
- Georgetown Inner Loop East Extension Sep 2004
- County Road 152 Bridge Replacement Sep 2004
- Inner Loop East (CR 151 to Bus 35) Oct 2005
- Ronald Reagan Blvd North, Ph. 2 May 2008
- 12" Water Main Relocation for SH 29 Widening Jun 2008
- SH 29 / CR 104, Ph. 1 Jul 2008
- IH 35 at SH 29 Turnarounds (PTF) Aug 2008
- SE Inner Loop at FM 1460 Nov 2009
- County Road 111 (Westinghouse Road) Jun 2010
- Williams Drive Apr 2011
- County Road 104, Phase 2 May 2011
- RM 2338 (PTF) Jul 2011
- SH 29 at Park Pl and Jack Nicklaus May 2012
- Ronald Reagan Blvd. North Phase 3 Jun 2013
- Ronald Reagan Blvd. North Phase 4 Mar 2014
- Madrid Drive Extension Sep 2014
- CR 245 Sep 2015
- IH 35 Northbound Frontage Road (PTF) Oct 2015
- Ronald Reagan North Phase 4 Fencing Jan 2016
- IH 35 Northbound Frontage Road Driveway (PTF) Mar 2016
- Southwest Bypass Driveways Aug 2016
- RM 2243 at Escalera Right Intersection Aug 2016
- SH 29 at Cedar Hollow Right Intersection Improvements Aug 2016
- Southwest Bypass Access Route Jul 2017
- Arterial H Extension Phase I

 Feb 2018
- Relocation of Williamson County Regional Raw Water Line Apr 2018
- Southwest Bypass Segment 1 Sep 2018
- Inner Loop Improvements Dec 2018
- Southwest Bypass Segment 2 Jan 2020

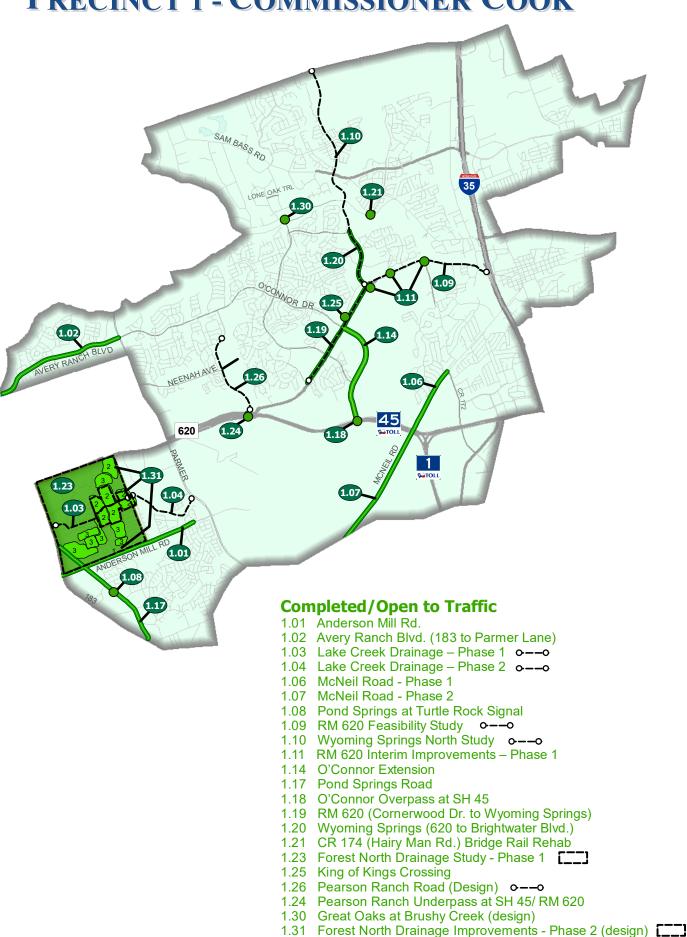
WILLIAMSON COUNTY **ROAD BOND PROGRAM**

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF MAY 2020

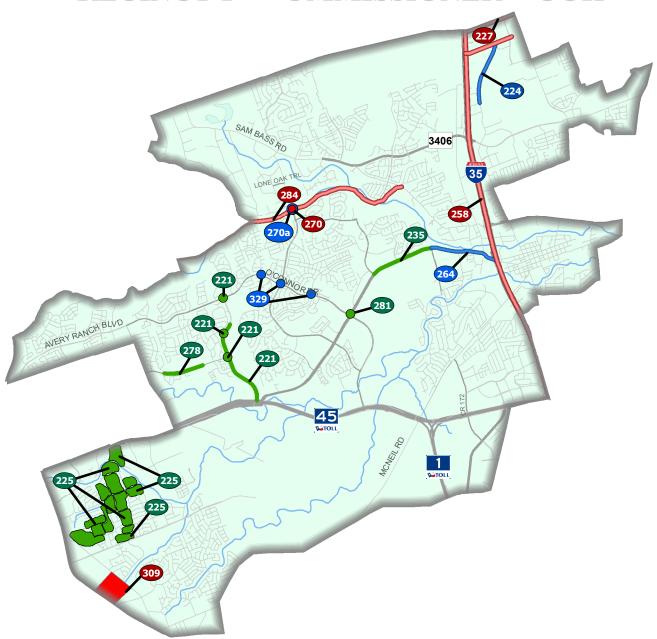
- Bridge Replacements (CR 390, 406 & 427) Nov 2002
- County Road 368 and 369 Nov 2002
- County Road 412 Aug 2003
- County Road 300 and 301 Dec 2003
- County Road 424 Bridge Replacement Jan 2004
- Chandler Rd. Extension, Ph. 1 Mar 2005
- County Road 112, Ph. 1 Aug 2005
- County Road 137 Oct 2005
- Limmer Loop, Ph. 1A Jul 2006 Chandler Rd, Ph. 2 Dec 2007
- Limmer Loop, Ph. 1B Mar 2008
- Limmer Loop, Ph. 1C Oct 2008
- US 79, Section 5B (PTF) Aug 2010
- Chandler Rd, Ph. 3B Oct 2010
- US 79, Section 5A (PTF) May 2011
- FM1660 at Landfill Rd. Sep 2011
- Second Street Drainage Improvements Dec 2011
- US 79 Section 3 (PTF) Jul 2012
- Chandler Rd, Ph. 3A Dec 2012
- Second Street Roadway Improvements Feb 2013
- County Road 138 Jun 2013
- County Road 108 Nov 2013
- County Road 170 Feb 2015
- Multi Site Traffic Signals Jun 2016
- Bill Pickett Trail (East Williamson County Expo Center Access Road) Nov 2016
- County Road 110 South May 2018
- County Road 119 Mar 2019

2006 ROAD BOND PROGRAM PROJECTS PRECINCT 1 - COMMISSIONER COOK



1.31 Forest North Drainage Improvements - Phase 3 (design)

2013 ROAD BOND PROGRAM PROJECTS PRECINCT 1 - COMMISSIONER COOK



Completed/Open to Traffic

- 221 Pearson Ranch Road
- 221 Pearson Ranch Road at Avery Ranch Boulevard Traffic Signal
- 221 Pearson Ranch Road and Iveans Way Pedestrian Crossing
- 221 Neenah Avenue and Pearson Ranch Road Traffic Signal
- 225 Forest North Drainage Improvements Phase 2
- 225 Forest North Drainage Improvements Phase 3 (Design)
- 225 Forest North Drainage Improvements Anderson Mill Zone
- 235 RM 620 Phase 2 (Wyoming Springs to Deep Wood Drive)
- 278 Neenah Avenue Widening (Olive Hill Drive to 0.5 miles east of Olive Hill Drive)
- 281 O'Connor Drive North of RM 620

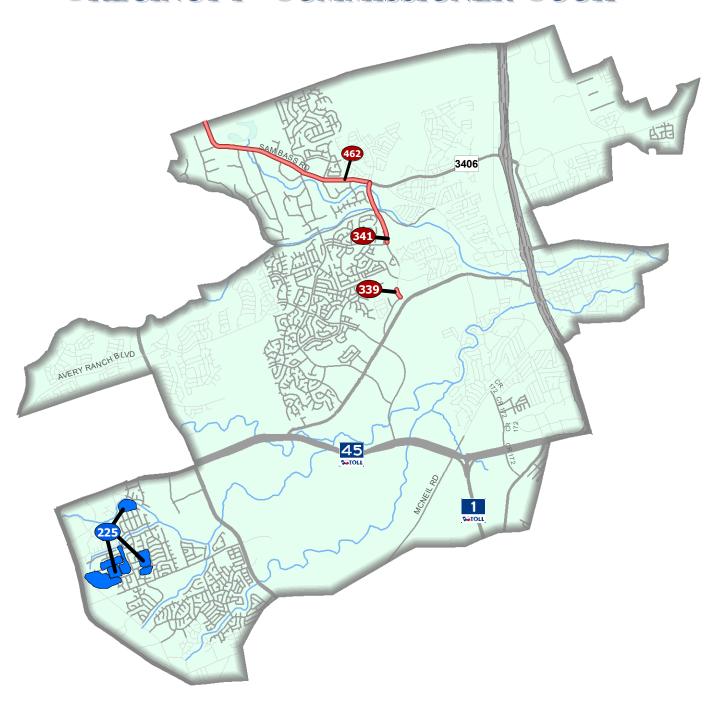
Under Construction/Bidding

- 224 North Mays Street Extension (Paloma Drive to Oakmont Drive)
- 264 RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)
- 270a Great Oaks Drive Waterline Relocations
- 329 O'Connor Drive Traffic Signals (Morgan Hill, Great Oaks and Liberty Walk Intersections)

In Design

- 227 University Boulevard Widening (IH 35 to Sunrise Road)
- 258 IH 35 Corridor Operational Analysis (SH 45 to RM 1431)
- 270 Great Oaks Drive Bridge at Brushy Creek
- 284 Hairy Man Road/Brushy Creek Road Safety Improvements (Brushy Bend to Sam Bass Road)
- 309 Pond Springs Road Area Drainage Improvements (Pond Springs Road to US 183)

2019 ROAD BOND PROGRAM PROJECTS PRECINCT 1 - COMMISSIONER COOK



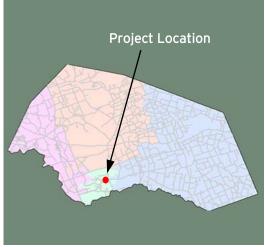
Under Construction/Bidding

225 Forest North Drainage Improvements Phase 3

In Design

- 339 Wyoming Springs Intersection Improvements (At Smyers Lane)
- 341 Wyoming Springs Extension (Brightwater Boulevard/Creek Bend to Sam Bass Road)
- 462 Corridor H/Sam Bass Road (RM 1431 to Wyoming Springs Drive)





North Mays Street Extension Phase 1 (Paloma Drive to Oakmont Drive)

Project Length: 1 mile Roadway Classification: Arterial Collector

Project Schedule: January 2019 - September 2020 Estimated Construction Cost: \$10.8 Million



MAY 2020 IN REVIEW

05/08/2020: Utility relocations are ongoing. AT&T has completed the copper splice at the north end of the project. Capital Excavation ground, patched, and rubbed the rail on both sides of the south end of the Chandler Branch Bridge (Bridge). Subcontractor Capstar set and placed flowable fill at Illumination Foundations 1B-11 to 1B-18 and 2A-10 to 2A-15, on the south side.

05/15/2020: Spectrum's contractor GTI completed the splices on south end of the project, the poles still need to be removed. Storm Trooper #1 and Curb Inlet 2-01 were placed on the south end of the project. Installation on the outfall for the existing detention pond began on Line 7-01, on the north end.

05/22/2020: The 5' sidewalk was poured on northbound North Mays from the Bridge to north of Future Arterial L. Manholes B-010 through B-04 were excavated, installed, and backfilled for wastewater line B.

05/29/2020: Spectrum's contractor GTI removed the poles. The Contractor slipformed curb and gutter on the outside of the roadway. The 10' shared use path was formed and poured from the Chandler Branch Bridge to north of Future Arterial L. The utility crew placed the 4'x3' box culvert for Lines 7-01, 7-02, and 7-03 on the north end of the project.



Design Engineer: LJA Engineering Contractor: Capital Excavation Construction Observation: Kyle McCoy, HNTB

Williamson County Road Bond Program



North Mays Street Extension Phase 1 (Paloma Drive to Oakmont Drive) Project No. 1810-265

Project No.		onsion i must	7 (1 410111		O	\$10,775,835.75			
<u>Letting</u>	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	<u>Days</u> <u>Added</u>	<u>Total</u> <u>Days</u>
11/14/2018	12/4/2018	1/18/2019	1/28/2019				410	0	410
Invoice	Beginning	Ending	<u>Days</u>	Current	Invoice	Current	<u>Total</u>	<u>% (\$)</u>	% Time
Number	Date	Date	Charged	<u>Invoice</u>	<u>Total</u>	Retainage	Retainage	Used	<u>Used</u>
1	1/28/2019	1/31/2019	4	\$523,139.40	\$523,139.40	\$58,126.60	\$58,126.60	5	1
2	2/1/2019	2/28/2019	28	\$2,584.80	\$525,724.20	\$287.20	\$58,413.80	5	8
3	3/1/2019	4/30/2019	61	\$102,281.40	\$628,005.60	\$11,364.60	\$69,778.40	6	23
4	5/1/2019	5/31/2019	31	\$593,318.74	\$1,221,324.34	\$65,924.30	\$135,702.70	13	30
5	6/1/2019	6/30/2019	30	\$188,661.93	\$1,409,986.27	\$20,962.44	\$156,665.14	15	38
6	7/1/2019	7/31/2019	31	\$590,007.31	\$1,999,993.58	\$65,556.37	\$222,221.51	21	45
7	8/1/2019	8/31/2019	31	\$628,396.35	\$2,628,389.93	\$69,821.82	\$292,043.33	27	53
8	9/1/2019	9/30/2019	30	\$2,393,911.61	\$5,022,301.54	\$265,990.17	\$558,033.50	52	60
9	10/1/2019	10/31/2019	31	\$724,961.48	\$5,747,263.02	\$80,551.28	\$638,584.78	59	68
10	11/1/2019	11/30/2019	30	\$378,890.89	\$6,126,153.91	\$42,098.99	\$680,683.77	63	75
11	12/1/2019	12/31/2019	31	\$341,316.16	\$6,467,470.07	\$37,924.02	\$718,607.79	67	82
12	1/1/2020	1/31/2020	31	\$258,548.22	\$6,726,018.29	\$28,727.58	\$747,335.37	69	90
13	2/1/2020	2/29/2020	29	\$191,886.33	\$6,917,904.62	\$21,320.70	\$768,656.07	71	97
14	3/1/2020	3/31/2020	31	\$176,371.44	\$7,094,276.06	\$19,596.83	\$788,252.90	73	105
15	4/1/2020	4/30/2020	30	\$395,476.16	\$7,489,752.22	\$43,941.79	\$832,194.69	77	112
Change Order N	Vumber		Approved			Cost This CO			Total COs
01	Tumber_		5/5/2020			\$0.00			\$ -

⁴B: Third Party Accommodation. Third party requesed work. This Change Order modifies the contract to require that Chandler Creek, LP, a Delaware limited partnership (collectively referred to as "Seller") be an additional insured to Capital Excavation's (Contractor) commercial general liability (CGL) insurance policy and to their commercial auto liability (Auto Liability) insurance policy. Adding the Seller to the Contractor's insurance was in the terms and conditions of the Real Estate Contract between the Chandler Creek, LP and Williamson County. The Real Estate Contract was finalized after the plans were completed.

Change Order Number	Approved	Cost This CO	,	Total COs
02	5/5/2020	\$24,898.18	\$	24,898.18

³F: County Convenience. Additional work desired by the County. This Change Order compensates the Contractor for modifications to Driveway #1 that include raising the elevation of the driveway to match the current driveway, improving the driveway by adding 6" of flex base to the pavement section, and using higher strength concrete. The driveway elevation was maintained to minimize the impact of flooding on the driveway access. The improvements were necessary due to the high volume of heavy truck and trailer traffic that uses the driveway.

Adjusted Price = \$10,800,733.93

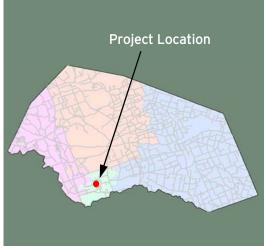
Forest North Drainage Improvements - Anderson Mill

Forest Nor	th Drainage	Improveme	nts - Ander	rson Mill						
Project No.	. 1811-278					O	riginal Contra	act Price =	\$295,000.00	
Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	<u>Days</u> <u>Added</u>	<u>Total</u> <u>Days</u>	
12/5/2018	1/15/2019	4/3/2019	4/15/2019	2/7/2020			30	15	45	
Invoice 1 2 5/29/2020	Beginning 4/15/2019 6/21/2019 Comments -	Ending 6/20/2019 6/30/2019 Closeout docum	Days 17 13 ments are bein	<u>Current</u> \$145,702.80 \$45,702.66 g received.	<u>Invoice</u> \$145,702.80 \$191,405.46	<u>Current</u> \$16,189.20 \$5,078.07	Total \$16,189.20 \$21,267.27	<u>% (\$)</u> 57 75	<u>% Time</u> 38 67	
01 3F: County Co	Change Order Number 01 9/10/2019 Cost This CO \$1,513.40 Total COs \$1,513.40									
Change Order 02 6C: Untimely drainage system	ROW/Utilities.	Utilities not clea	Approved 3/24/2020 ar. This Chang	ge Order adds the	relocation of a Ci	Cost This CO \$9,477.24 ity of Austin wa	iter service line t	•	Total COs 10,990.64 with the new	
03 2E: Differing S	<u>Change Order Number</u> <u>Approved</u> <u>Cost This CO</u> <u>Total COs</u>									
Change Order Number 04 Approved 5/19/2020 Cost This CO (\$1,158.51) Total COs (13,021.87) 2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order provides the ffinal balancing for the overrun/underrun of the Williamson County Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans.										

Adjusted Price =

\$281,978.13





Great Oaks Drive Water Line (Brightwater Boulevard to Oak Ridge Drive))

Project Length: .25 miles Roadway Classification: Water Line Relocations

Project Schedule: March 2020- June 2020 Estimated Construction Cost: \$1.5 Million



MAY 2020 IN REVIEW

05/08/2020: Brushy Creek Water Line: QA Construction excavated both ends of the 24" encasement and the 42" encasement to allow access to the pipe. Fern Bluff Water Line: Installation began on the 12" water line pipe. The tap on the existing 12" water line was installed as an alternate water source for the system. The Atmos Gas contractor trenched for installation of the gas line.

05/15/2020: Brushy Creek Water Line: Installation of the 6" water line pipe was completed. The 24" water line pipe was removed from the 42" encasement. Subcontractor Mendez Excavating removed sections of the pipe. Fern Bluff Water Line: Installation of the 12" water line pipe was completed.

05/22/2020: Brushy Creek Water Line: The bore subcontractor continued the removal of the 42" encasement pipe. The air release valve was placed on the 6" water line. Fern Bluff Water Line: The water service was relocated to the Williamson County Parks meter, servicing the water fountains on the trail.

05/29/2020: Brushy Creek Water line: The 6" Pressure Release Valve and vault were placed. The south end of 42" encasement pipe was excavated to expedite the re-bore of the encasement. Subcontractor Mustang Excavating removed 40' of encasement pipe from the south end and began the re-bore.



Design Engineer: Cobb Fendley Contractor: QA Construction Construction Observation: Clayton Weber, HNTB

Williamson County Road Bond Program



Great Oaks Water Line Relocations

Project No.	3185				Original Contract Price = \$1,325,000.0				
Letting	<u>Award</u>	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	<u>Days</u> <u>Added</u>	Total Days
1/7/2020	2/4/2020	2/19/2020	2/24/2020				60	0	60
Invoice	Beginning	Ending	<u>Days</u>	Current	<u>Invoice</u>	Current	<u>Total</u>	<u>% (\$)</u>	% Time
1	2/24/2020	3/2/2020	8	\$336,836.04	\$336,836.04	\$37,426.23	\$37,426.23	25	13
2	3/2/2020	3/27/2020	26	\$359,779.20	\$696,615.24	\$39,975.46	\$77,401.69	52	57
3	3/28/2020	5/5/2020	39	\$493,633.29	\$1,190,248.53	\$54,848.15	\$132,249.84	88	122
Change Order	Change Order Number		Approved			Cost This CO			Total COs
01			6/2/2020			\$30,099.11			\$ 30,099.11

³F: County Convenience. Additional work desired by the County. This Change Order adds work to prevent bats from roosting under the Great Oaks Bridge over Brushy Creek. This item is being added to the project so that the work can be performed during the winter season.

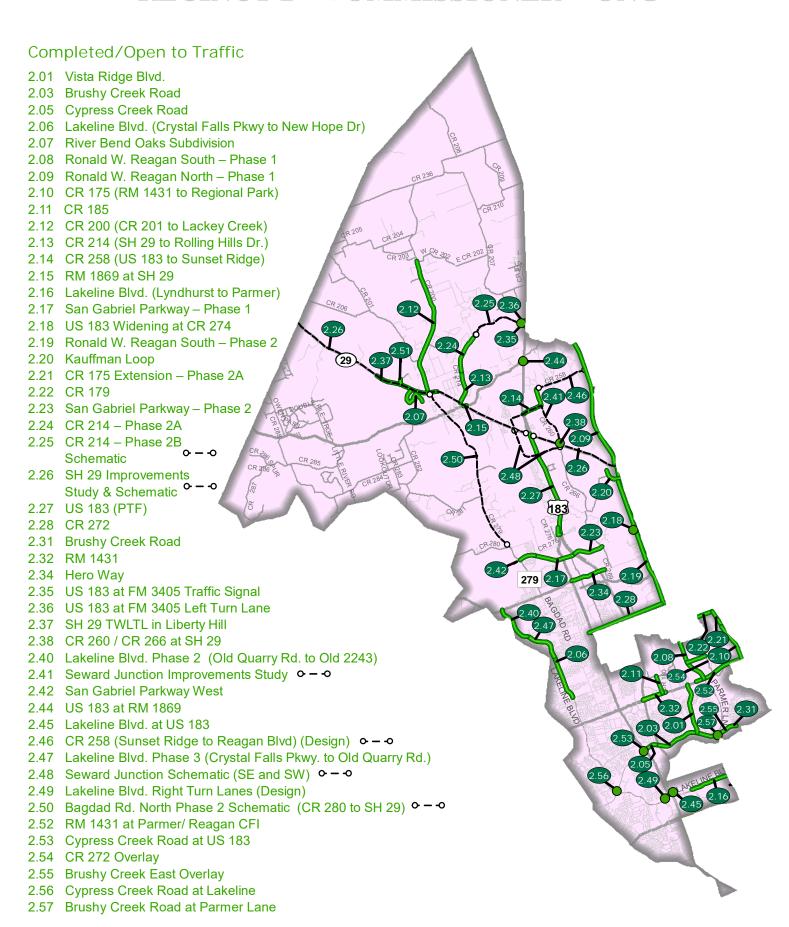
 Change Order Number
 Approved
 Cost This CO
 Total COs

 02
 6/2/2020
 \$140,830.73
 \$ 170,929.84

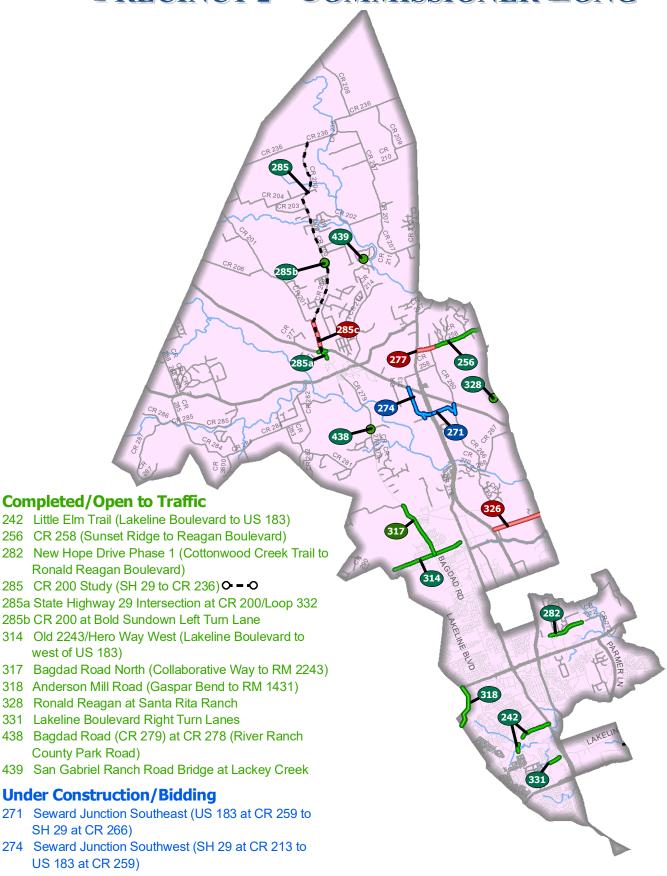
Adjusted Price = \$1,495,929.84

⁴B: Third Party Accommodation. Third party requested work. This Change Order adds revisions to the Brushy Creek MUD water line design that did not make it into the original plans.

2006 ROAD BOND PROGRAM PROJECTS PRECINCT 2 - COMMISSIONER LONG



2013 ROAD BOND PROGRAM PROJECTS PRECINCT 2 - COMMISSIONER LONG



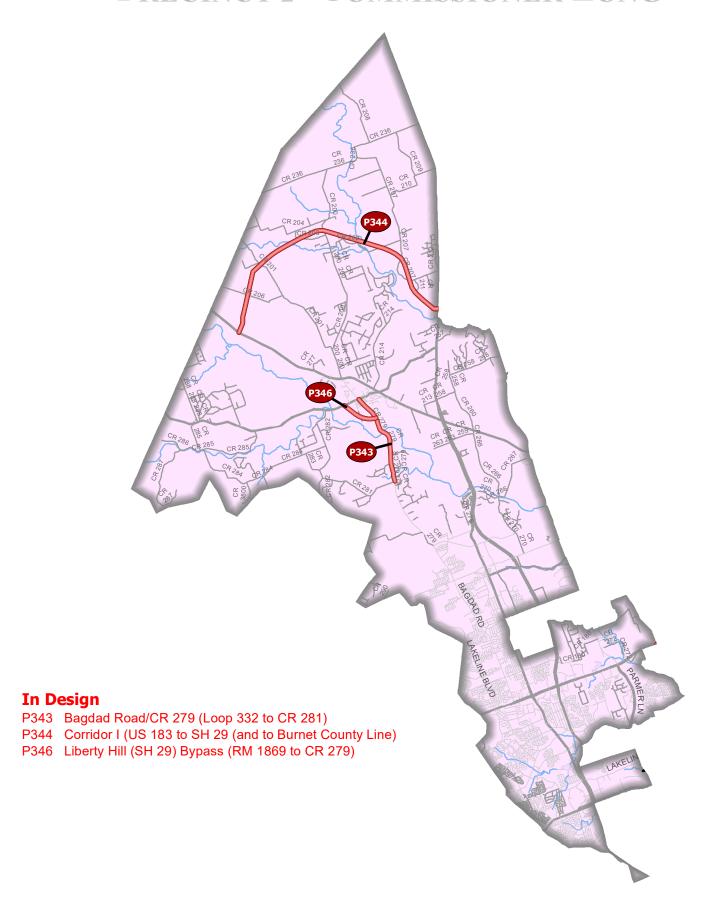
In Design

277 CR 258 Extension (US 183 to Sunset Ridge Drive)

285c CR 200 (CMTA Railroad to CR 201)

326 RM 2243 Realignmnet (183A to Southwest Bypass)

2019 ROAD BOND PROGRAM PROJECTS PRECINCT 2 - COMMISSIONER LONG



Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road) Project No. 1805-229

11/26/2019

01

Project No	. 1805-229	`			·		riginal Contr	\$2,959,000.00	
Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	<u>Days</u> <u>Added</u>	<u>Total</u> <u>Days</u>
8/15/2018	9/11/2018	10/18/2018	10/28/2018	2/13/2020			480		480
Invoice	Beginning	Ending	Days	Current	Invoice	Current	Total	<u>% (\$)</u>	% Time
Number	Date	<u>Date</u>	Charged	Invoice	<u>Total</u>	Retainage	Retainage	<u>Used</u>	<u>Used</u>
1	10/28/2018	12/31/2018	65	\$7,296.69	\$7,296.69	\$810.74	\$810.74	0	14
2	1/1/2019	1/31/2019	31	\$204,653.21	\$211,949.90	\$22,739.25	\$23,549.99	8	20
3	2/1/2019	2/28/2019	28	\$159,772.72	\$371,722.62	\$17,752.52	\$41,302.51	14	26
4	3/1/2019	3/31/2019	31	\$137,964.55	\$509,687.17	\$15,329.40	\$56,631.91	19	32
5	4/1/2019	4/30/2019	30	\$194,875.30	\$704,562.47	\$21,652.81	\$78,284.72	26	39
6	5/1/2019	5/31/2019	31	\$136,748.31	\$841,310.78	\$15,194.26	\$93,478.98	31	45
7	6/1/2019	6/30/2019	30	\$1,833.75	\$843,144.53	\$203.75	\$93,682.73	31	51
8	7/1/2019	7/31/2019	31	\$52,512.42	\$895,656.95	\$5,834.67	\$99,517.40	33	58
9	8/1/2019	8/31/2019	31	\$200,547.82	\$1,096,204.77	\$22,283.13	\$121,800.53	40	64
10	9/1/2019	9/30/2019	30	\$207,014.36	\$1,303,219.13	\$23,001.60	\$144,802.13	48	70
11	10/1/2019	10/31/2019	31	\$236,499.39	\$1,539,718.52	\$26,277.71	\$171,079.84	57	77
12	11/1/2019	11/30/2019	30	\$123,864.67	\$1,663,583.19	\$13,762.74	\$184,842.58	61	83
13	12/1/2019	12/31/2019	31	\$137,437.19	\$1,801,020.38	\$15,270.80	\$200,113.38	66	90
14	1/1/2020	1/31/2020	31	\$603,824.45	\$2,404,844.83	\$67,091.60	\$267,204.98	88	96
15	2/1/2020	2/29/2020	14	\$78,833.21	\$2,483,678.04	\$8,807.89	\$276,012.87	91	99
16	3/1/2020	3/31/2020	0	\$22,139.21	\$2,505,817.25	\$2,459.98	\$278,472.85	92	99
17	4/1/2020	4/30/2020	0	\$2,202.31	\$2,508,019.56	\$244.70	\$278,717.55	92	99
5/29/2020	Comments -	Punchlist items	are ongoing.						
Change Order	Number		Approved			Cost This CO			Total COs

1A: Design Error or Omission. Incorrect PS&E. This change order adds new bid items for the design revision to add a service meter to the 12" waterline. This change order also replaces the DR-18 waterline pipe called for in the plans with a DR-14 pipe inside the park. 3F: County Convenience. Additional work desired by the County. This change order adds new bid items for the connection of 12" waterline to the waterline installed by others at the west end of the park road, for additional tapping saddle for landscape irrigation, and 4" PVC sleeves under roadway for future irrigation and electrical needs in the park. This change order also replaces the Type 1 ground box with a Type D ground box for the communication line along the park road.

\$53,416.00

 Change Order Number
 Approved
 Cost This CO
 Total COs

 02
 5/19/2020
 \$7,944.11
 \$61,360.11

Adjusted Price = \$3,020,360.11

53,416.00

³F: County Convenience. Additional work desired by the County. This Change Order adds new property fence on the south side of the River Ranch Park Road to replace the existing old wire fence as requested by the County's Parks Department. 2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) This Change Order adjusts the quantites of Type D fencing and Type 1 gate as a result of addressing difference in site conditions. The proposed wire fence and gate on west side right of way in front of Highland Oaks subdivision is no longer needed. Also, the driveways at Sta 549+19 and 566+64 have recessed gates and do not require new gates to be installed.

San Gabriel Ranch Road Bridge at Lackey Creek (Remuda Drive to San Gabriel Ranch Road) Project No. 1807-252 Original Contract Price =

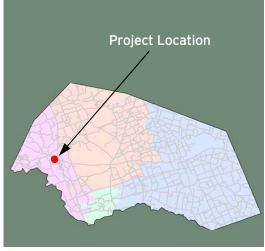
Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	<u>Days</u> Added	<u>Total</u> <u>Days</u>
9/5/2018	9/18/2018	10/12/2018	10/22/2018	3/7/2020			125		125
Invoice	Beginning	Ending	Days	Current	Invoice	Current	Total	% (\$)	% Time
Number	Date	Date	Charged	Invoice	Total	Retainage	Retainage	Used	Used
1	11/1/2018	11/30/2018	0	\$20,025.00	\$20,025.00	\$2,225.00	\$2,225.00	2	0
2	12/1/2018	12/31/2018	0	\$6,088.77	\$26,113.77	\$676.53	\$2,901.53	2	0
3	1/1/2019	1/31/2019	0	\$12,825.00	\$38,938.77	\$1,425.00	\$4,326.53	3	0
4	2/1/2019	3/31/2019	0	\$14,943.46	\$53,882.23	\$1,660.38	\$5,986.91	4	0
5	4/1/2019	4/30/2019	15	\$192,636.00	\$246,518.23	\$21,404.00	\$27,390.91	19	12
6	5/1/2019	5/31/2019	18	\$110,889.98	\$357,408.21	\$12,321.11	\$39,712.02	27	26
7	6/1/2019	6/30/2019	12	\$39,727.80	\$397,136.01	\$4,414.20	\$44,126.22	30	36
8	7/1/2019	7/31/2019	20	\$69,883.20	\$467,019.21	\$7,764.80	\$51,891.02	36	52
9	8/1/2019	9/30/2019	43	\$320,467.68	\$787,486.89	\$35,607.52	\$87,498.54	60	86
10	10/1/2019	10/31/2019	17	\$36,404.24	\$823,891.13	\$4,044.92	\$91,543.46	63	100
11	11/1/2019	11/30/2019	10	\$56,562.93	\$880,454.06	\$6,284.77	\$97,828.23	67	108
12	12/1/2019	12/31/2019	20	\$201,899.25	\$1,082,353.31	\$22,433.25	\$120,261.48	82	124
13	1/1/2020	1/31/2020	20	\$75,223.62	\$1,157,576.93	\$8,358.18	\$128,619.66	88	140
14	2/1/2020	2/29/2020	5	\$130,889.46	\$1,288,466.39	\$2,269.80	\$130,889.46	97	144
15	3/1/2020	3/31/2020	4	\$84,133.56	\$1,372,599.95	\$9,348.17	\$140,237.63	104	147
16	4/1/2020	4/30/2020	0	\$949.72	\$1,373,549.67	\$105.53	\$140,343.16	104	147
5/29/2020	Comments -	Punchlist items	are ongoing.						
Change Order	Number		Approved		<u>(</u>	Cost This CO			Total COs
01			5/21/2019			\$16,166.09			\$ 16,166.09
2E: Differing	Site Conditions.	Miscellaneous d	ifference in sit	e conditions (unf	oreseeable). This	change order co	mpensates the Co	ontractor for	the exploratory work
to unclog an e	xisting culvert p	ipe to expedite d	ewatering of th	e pond prior to the	he start of constru	ction. 6C: Untin	nely ROW/Utilit	ies. Utilities r	not clear. This change
order compens	sates the Contrac	ctor for the additi	onal cost of do	ouble handling ro	ck riprap material	caused by the d	elay in relocation	n of the AT&	T line.
Change Order	Number		Approved		<u>!</u>	Cost This CO			Total COs
							T ==,,,,,,,,,		
	1A: Design Error or Omission. Incorrect PSE. This Change Order adds a new item to compensate the Contractor for the cost to fabricate and deliver slot drain cover plates that was deleted from the project. 2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9).								
						scellaneous diff	erence in site co	nditions (unfo	oreseeable) (Item 9).
This Change (Order replaces li	me treatment wit	h an additional	6" of flexible ba	ise.				
Change Order	Number		Approved		9	Cost This CO			Total COs
03			4/21/2020			\$2,803.82			\$ 24,780.91
2E: Differing	Site Conditions	(unforeseeable).	Miscellaneous	difference in site	conditions (unfor	reseeable) (item	9). Two water se	ervices were	liscovered on the

Adjusted Price = \$1,460,316.27

\$1,425,301.90

²J: Differing Site Conditions (unforeseeable). Other. This Change Order compensates the Contractor for the labor and equipment costs to reprocess flexible base on the west roadway approach due to a water line break on Remuda Drive.





Seward Junction Improvements (SH 29 to CR 266 & CR 266 South of 259 to SH 29)

Project Length: 2.9 Miles Roadway Classification: Minor Urban Collector

Project Schedule: May 2019 - December 2020 Estimated Construction Cost: \$13.4 Million



MAY 2020 IN REVIEW

05/15/2020: Southwest: Jordan Foster excavated and installed the 18" rock riprap on the downstream end of Culvert A.08 and Culvert A. The upstream end of Culvert A.08 was graded out, formed, and concrete was placed for the concrete riprap. **Southeast:** Subcontractor GK Construction tied steel for concrete pavement on CR 259 for the proposed eastbound lane from east of US 183 northbound to CR 266. **US 183 Crossover:** The topsoil was fine-graded along the proposed US 183 turn lanes. **PEC Pond:** Concrete was placed for the last splitter box wall and the invert in the outfall structure.

05/29/2020: Southwest: GK Construction tied the steel for the turn lanes into Tx Materials along the eastbound roadway. Southeast: The Contractor paved the 16' wide northbound lane and shoulder on CR 266 from south of SH 29 to the south end of the project. The machine was adjusted down to 12' wide and the right turn lane was placed from south of SH 29 to north of existing CR 259. GK Construction tied the steel for the 12' turn lane on CR 266 and the 12' lanes approaching US 183 northbound. **PEC Pond:** Concrete was placed for the splitter box floor and the flume that enters the splitter box out of PEC's parking lot. The dirt crew excavated and shaped the slopes inside of the pond in preparation of the rock walls that will line the inside of the pond.



Design Engineer: K Friese and Aguirre & Field

Contractor: Jordan Foster Construction Construction Observation:

Steven Shull / Feng Chen, HNTB

Williamson County Road Bond Program



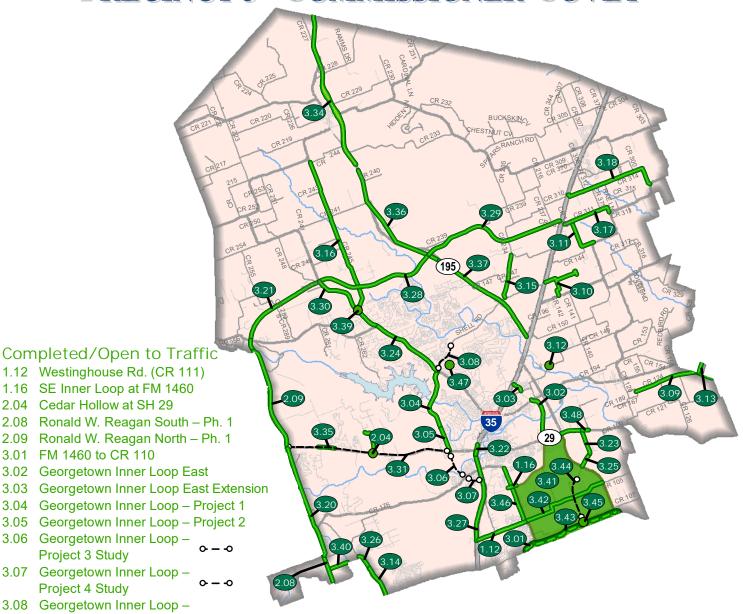
Seward Junction Improvements (SH 29 to CR 266 & CR 259 to SH 29) **Project No. 1812-282**

Project No.	-	(82	22 10 011	200 & 011 20	, (0 211 2)	(\$13,270,258.10		
<u>Letting</u>	<u>Award</u>	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	<u>Days</u> <u>Added</u>	Total Days
12/19/2018	3/5/2019	4/22/2019	5/2/2019				540		540
Invoice Number 1 2 3 4 5 6 7 8 9	Beginning Date 5/2/2019 7/1/2019 8/1/2019 9/1/2019 10/1/2019 11/1/2019 12/1/2019 1/1/2020 2/1/2020	Ending Date 6/30/2019 7/31/2019 8/31/2019 9/30/2019 10/31/2019 11/30/2019 12/31/2019 1/31/2020 2/29/2020	Days Charged 60 31 31 30 31 30 31 31 29	Current Invoice \$1,138,506.71 \$900,193.70 \$500,440.00 \$781,187.35 \$629,436.02 \$278,357.53 \$499,295.12 \$507,587.04 \$495,830.37	Invoice Total \$1,138,506.71 \$2,038,700.41 \$2,539,140.41 \$3,320,327.76 \$3,949,763.78 \$4,228,121.31 \$4,727,416.43 \$5,235,003.47 \$5,730,833.84	Current Retainage \$126,500.75 \$100,021.52 \$55,604.44 \$86,798.60 \$69,937.33 \$30,928.62 \$55,477.23 \$56,398.56 \$55,092.26	\$226,522.27 \$282,126.71 \$368,925.31 \$438,862.64 \$469,791.26 \$525,268.49 \$581,667.05	% (\$) <u>Used</u> 9 17 21 28 33 35 39 43 48	 % Time Used 11 17 23 28 34 39 45 51 56
10	3/1/2020	3/31/2020	31	\$1,495,940.26	\$7,226,774.10	-\$256,402.78		57	62
11 12	4/1/2020 5/1/2020	4/30/2020 5/31/2020	30 31	\$925,168.98 \$735,939.41	\$8,151,943.08 \$8,887,882.49	\$48,693.11 \$38,733.65	\$429,049.64 \$467,783.29	64 70	68 73
Change Order N			Approved 2/28/2020			Cost This CO \$112,306.36			Total COs \$ 112,306.36

1A: Design Error or Omission. Incorrect PS&E. This change order revises items and quantities that were entered incorrectly or omitted in the bid tab for Seward Junction SW, Seward Junction SE and PEC Pond.

Adjusted Price = \$13,382,564.46

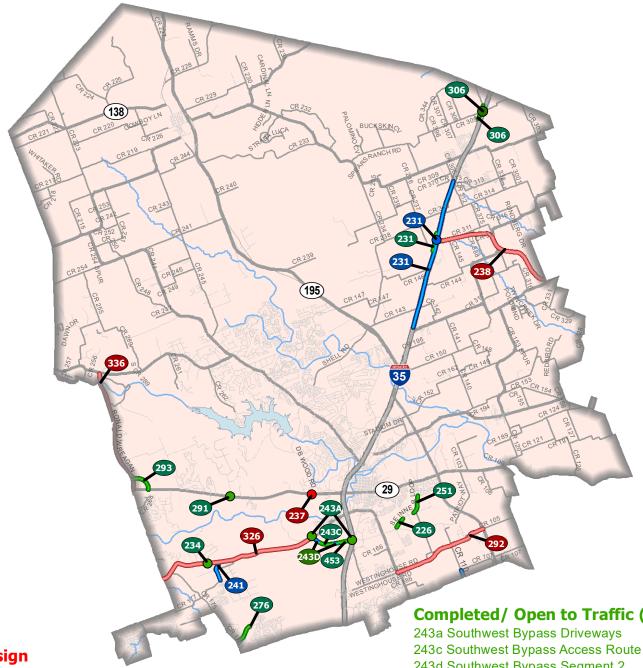
2006 ROAD BOND PROGRAM PROJECTS PRECINCT 3 - COMMISSIONER COVEY



- Project 5 Study 3.09 CR 124
- 3.10 CR 142
- 3.11 CR 145
- 3.12 CR 152 Bridge Replacement
- 3.13 CR 157
- 3.14 CR 175
- 3.15 CR 234
- 3.16 CR 245
- 3.17 CR 311
- 3.18 CR 314
- 3.20 Ronald W. Reagan South Phase 2
- 3.21 Ronald W. Reagan North Phase 2
- 3.22 IH-35 at SH 29 Turnarounds (PTF)
- 3.48 SH 29 Widening 12" Water Main Relocation
- 3.23 SH 29/CR 104 Phase 1
- 3.24 Williams Drive (RM 2338)
- 3.25 CR 104 Phase 2
- 3.26 CR 175 Extension Phase 2A
- 3.27 IH 35 Northbound Frontage Rd. and Ramps

- 3.28 Ronald W. Reagan North Phase 3
- 3.29 Ronald W. Reagan North Phase 4
- 3.30 RM 2338 (PTF)
- 3.31 SH 29 Improvements Study & Schematic - •
- 3.34 SH 195 Project 1
- 3.35 SH 29 at Park Place Dr. & Jack Nicklaus Blvd.
- 3.36 SH 195 Project 2
- 3.37 SH 195 Project 3
- 3.39 CR 245 Realignment
- 3.40 CR 179
- 3.41 CR 110 / Arterial A Study (design)
- 3.42 CR 111 / CR 105 Westinghouse Rd. (FM 1460 to SH 130) (design)
- 3.43 University Blvd. (Chandler Rd) Expansion (Design)
- 3.44 CR 110 North -
 - (North of CR 107 to North of Sam Houston) (Design)
- 3.45 CR 110 Middle (North of Limmer Loop to CR 107)
- 3.46 FM 1460 North
- 3.47 Madrid Drive Extension

2013 ROAD BOND PROGRAM PROJECTS PRECINCT 3 - COMMISSIONER COVEY



In Design

- 237 SH 29 at DB Wood (Intersection Improvements)
- 238 Ronald Reagan Boulevard Extension Planning (IH 35 to SH 95)
- 292 CR 111 / CR 105 Westinghouse (FM 1460 to SH 130)
- 326 RM 2243 Realignment (183A to Southwest Bypass)
- 336 Ronald Reagan Boulevard Widening (SH 29 to FM 3405)

Under Construction/Bidding

- 231 IH 35 Ramp Reversal and Frontage Road Conversion (FM 972 to CR 312)
- 231 Ronald Reagan Boulevard at IH 35 Bridge Replacement
- 241 CR 176 at RM 2243 Intersection (Safety Improvements)

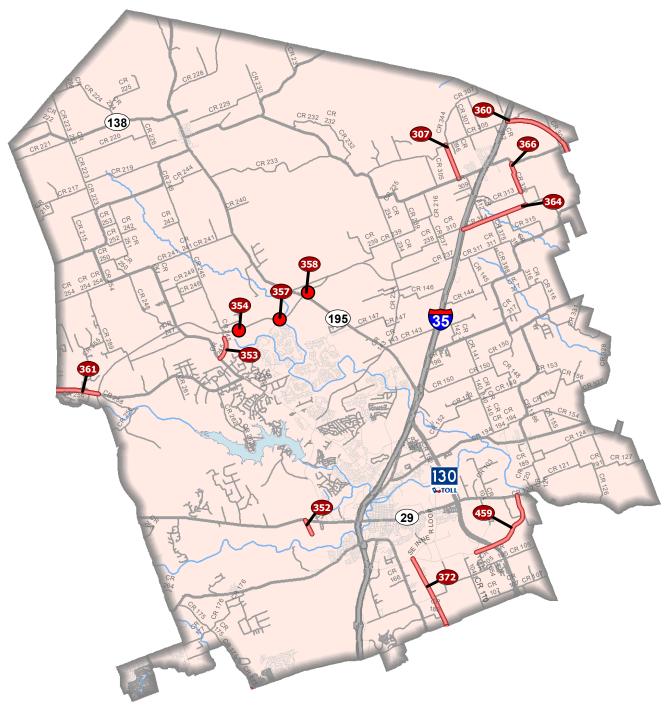
Completed/ Open to Traffic

- 226 Inner Loop Safety Improvements (Rockride Lane to Wilco Way)
- 231 Relocation of 48" Williamson County Regional Raw Waterline Line B
- 234 RM 2243 at Escalera Parkway (Intersection Improvements)

Completed/ Open to Traffic (con't)

- 243d Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)
- 251 Inner Loop Safety Improvements (Belmont Drive to Rockride Lane)
- 276 Arterial H Extension Phase 1 (CR 175 to Massey Way)
- 291 SH 29 at Cedar Hollow (Intersection Improvements)
- 293 Kauffman Loop Phase 1 Two Lanes (northeast quadrant of Reagan at SH 29)
- 306 CR 305 at IH 35 Bridge Replacement
- 306 Relocation of 48" Williamson County Regional Raw Waterline - Line A
- 453 Southwest Bypass Segment 1 (Southbound IH 35 to 0.5 miles west)

2019 ROAD BOND PROGRAM PROJECTS PRECINCT 3 - COMMISSIONER COVEY



In Design

- 307 Bud Stockton Extension (CR 305 to FM 487)
- 352 Southwest Bypass Extension (SH 29 to Wolf Ranch Parkway)
- 353 CR 245 (North of RM 2338 to Ronald Reagan Boulevard)
- 354 Ronald Reagan at Silver Spur Boulevard
- 357 Ronald Reagan at Sun City Boulevard
- 358 SH 195 at Ronald Reagan Boulevard
- 360 Corridor E5 (Ronald Reagan Extension/Corridor D to IH 35/CR 305)
- 361 Corridor I1 (Ronald Reagan Boulevard to US 183)
- 364 CR 314 Safety Improvement (IH 35 Northbound Frontage Rd to East of CR 301)
- 366 CR 332 Realignment (South of FM 487 to North of CR 313)
- 370 MoKan (Georgetown Inner Loop to University Boulevard)
- 459 Southeast Inner Loop Extension (Corridor C) (Sam Houston Avenue at Patriot Way to SH 29)

Inner Loop Improvements (Wilco Way to Belmont Drive)

Project No.	1706-168					(Iriginal Contr	act Price =	\$5,352,696.00
Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	<u>Days</u> <u>Added</u>	Total Days
8/9/2017	8/30/2017	9/18/2017	9/28/2017	12/21/2018			300	98	398
Invoice	Beginning	Ending	Days	Current	Invoice	Current	Total	<u>% (\$)</u>	% Time
Number	<u>Date</u>	<u>Date</u>	Charged	Invoice	Total	Retainage	Retainage	Used	Used
1	9/28/2017	10/31/2017	34	\$324,036.00	\$324,036.00	\$36,004.00	\$36,004.00	7	9
2	11/1/2017	11/30/2017	30	\$429,129.00	\$753,165.00	\$47,681.00	\$83,685.00	16	16
3	12/1/2017	1/31/2018	62	\$460,398.44	\$1,213,563.44	\$51,155.38	\$134,840.38	26	32
4	2/1/2018	2/28/2018	28	\$52,007.22	\$1,265,570.66	\$5,778.58	\$140,618.96	27	39
5	3/1/2018	3/31/2018	31	\$346,718.46	\$1,612,289.12	\$38,524.28	\$179,143.24	34	46
6	4/1/2018	4/30/2018	30	\$616,068.50	\$2,228,357.62	\$68,452.05	\$247,595.29	47	54
7	5/1/2018	5/31/2018	31	\$625,661.55	\$2,854,019.17	\$69,517.95	\$317,113.24	60	62
8	6/1/2018	6/30/2018	30	\$940,709.70	\$3,794,728.87	\$104,523.31	\$421,636.55	80	69
9	7/1/2018	7/31/2018	31	\$464,007.65	\$4,258,736.52	\$51,556.40	\$473,192.95	90	77
10	8/1/2018	8/31/2018	31	\$164,300.22	\$4,423,036.74	\$18,255.58	\$491,448.53	93	85
11	9/1/2018	9/30/2018	30	\$55,348.69	\$4,478,385.43	\$6,149.85	\$497,598.38	95	92
12	10/1/2018	10/31/2018	31	\$35,315.10	\$4,513,700.53	\$3,923.90	\$501,522.28	95	100
13	11/1/2018	11/30/2018	30	\$68,351.25	\$4,582,051.78	\$7,594.58	\$509,116.86	97	108
14	12/1/2018	12/22/2018	22	\$67,106.34	\$4,649,158.12	\$7,456.26	\$516,573.12	98	113
15	12/23/2018	2/28/2019	0	\$32,411.02	\$4,681,569.14	\$3,601.23	\$520,174.35	99	113
16	3/1/2019	3/15/2019	0	\$18,154.74	\$4,699,723.88	\$2,017.19	\$522,191.54	99	113
17	3/16/2019	4/30/2019	0	\$499,998.40	\$5,199,722.28	-\$499,998.40	\$22,193.14	99	113
18	5/1/2019	1/28/2020	0	\$20,049.52	\$5,219,771.80	\$2,227.73	\$24,420.87	100	113
19	FINAL		0	\$44,211.87	\$5,263,983.67	-\$24,420.87	\$0.00	100	113

5/29/2020 Comments - As-Builts have been reviewed.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 01
 12/5/2017
 \$ 6,050.40
 \$ 6,050.40

3E: County Convenience. Reduction of future maintenance. This Change Order revises the hot mix asphalt (HMAC) pavement section on the Inner Loop from one 2" lift of Type C HMAC to one 2" lift of Type D HMAC.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 02
 6/5/2018
 \$ 37,681.73
 \$ 43,732.13

3F: County Convenience. Additional work desired by the County. This Change Order pays for various additional items of work on the Central Maintenance portion of the project that include: excavation of unsuitable material encountered at subgrade and embanking quality material in its place, level up asphalt on the existing pavement, reconstruction of the remaining portion of the County Annex parking lot, relocation of the existing force main outside the limits of new parking lots, installation of conduit sleeves under the new parking lot for future irrigation and a revised seed mixture to match the existing campus lawn. 2C: Differing Site Conditions. New development (conditions changing after PS&E completed). Changes at the Wilco Way portion of the project include overrun in excavation cost due to change in the Construction Sequence requested by TCEQ and changes to the seed mixture. 2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable)(item 9). Pay item for 18" deep pavement repair (351-6011) will be deleted. The item will not be used because the repair of failures in the existing pavement does not require it.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 03
 9/18/2018
 \$ 183,780.89
 \$ 227,513.02

3F: County Convenience. Additional work desired by the County. 2C: Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). This Change Order deletes a driveway from Inner Loop that went to the Williamson County Animal Shelter and adds the construction of a new driveway to the shelter from Wilco Way.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 04
 3/5/2019
 \$ 20,171.94
 \$ 247,684.96

3F: County Convenience. Additional work desired by the County. 2C. Differing Site Conditions(unforeseeable). New development (conditions changing after PS&E completed). This Change Order deletes a driveway from Inner Loop that went to the Williamson County Animal Shelter and adds the construction of a new driveway to the shelter from Wilco Way.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 05
 6/25/2019
 \$ (343,688.29)
 \$ (96,003.33)

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans and adds time to the contract for work added in Change Order #2. This Change Order also corrects an error in a previously reported quantity.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 06
 3/24/2020
 \$7,291.00
 \$ (88,712.33)

2E: Differing Site Conditions (unforseeable). Miscellaneous difference in site conditions (unforseeable) (Item 9). This Change Order provides the final balancing for the overrun/underrun of Contract quanities on the project as a result of addressing field conditions not accounted for in the original plans and adds time to the contract for work added in Change Order #2. This Change Order also corrects an error in a previously reported quantity

Adjusted Price = \$5,263,983.67





Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)

Project Length: 1.6 Miles Roadway Classification: Major Urban Collector

Project Schedule: September 2018 - May 2020 Estimated Construction Cost: \$8.6 Million



MAY 2020 IN REVIEW

05/08/2020: James Construction monitored the vegetation strip along the ROW for grass growth. The County placed a boulder berm transversely across the north end of the southbound main lane pre-split face. Pedernales Electric Corporation (PEC) continued installing electric lines from the north limits of the east ROW of Southwest Bypass toward the traffic signals at FM 2243.

05/15/2020: PEC completed the installation of power lines from the north limits of the east ROW of Southwest Bypass to the traffic signals at FM 2243. Subcontractor Bartlett Tree Experts completed trimming tree limbs to achieve the 10' safety zone around the newly installed power lines.

05/22/2020: PEC completed connecting power to the traffic signals at FM 2243. Subcontractor G Carter put the signals in flash mode ahead of the opening scheduled for 5/25/20.

05/29/2020: The road was opened with full signal operations on Tuesday, 5/26/20. The Contractor is waiting for grass to grow. Additional intersection signage was added to compliment the signal.



Design Engineer: HDR Engineering Contractor: James Construction Construction Observation: James Klotz, HNTB

Williamson County Road Bond Program



Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243) Project No. 1803-219

Project No. 1803-219		`				(Original Contr	act Price =	\$8,087,943.77
Letting	<u>Award</u>	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	<u>Days</u> <u>Added</u>	Total Days
5/9/2018	6/19/2018	9/14/2018	9/24/2018	1/27/2020			420	65	485
Invoice	Beginning	Ending	Days	Current	Invoice	Current	Total	<u>% (\$)</u>	% Time
Number	Date	Date	Charged	Invoice	<u>Total</u>	Retainage	Retainage	Used	Used
1	9/24/2018	10/25/2018	32	\$650,245.50	\$650,245.50	\$72,249.50	\$72,249.50	8	7
2	10/26/2018	11/25/2018	31	\$282,139.19	\$932,384.69	\$31,348.80	\$103,598.30	12	13
3	11/26/2018	12/25/2018	30	\$935,358.18	\$1,867,742.87	\$103,928.69	\$207,526.99	24	19
4	12/26/2018	1/25/2019	31	\$150,358.76	\$2,018,101.63	\$16,706.52	\$224,233.51	26	26
5	1/26/2019	2/25/2019	31	\$87,117.34	\$2,105,218.97	\$9,679.71	\$233,913.22	27	32
6	2/26/2019	3/25/2019	28	\$658,360.62	\$2,763,579.59	\$73,151.18	\$307,064.40	36	38
7	3/26/2019	4/25/2019	31	\$368,480.57	\$3,132,060.16	\$40,942.28	\$348,006.68	41	44
8	4/26/2019	5/25/2019	30	\$518,691.89	\$3,650,752.05	\$57,632.43	\$405,639.11	47	50
9	5/26/2019	6/25/2019	31	\$525,821.35	\$4,176,573.40	\$58,424.60	\$464,063.71	54	57
10	6/26/2019	7/25/2019	30	\$188,830.60	\$4,365,404.00	\$20,981.18	\$485,044.89	56	63
11	7/26/2019	8/25/2019	31	\$468,383.64	\$4,833,787.64	-\$230,635.01	\$254,409.88	59	69
12	8/26/2019	9/25/2019	31	\$246,380.33	\$5,080,167.97	\$12,967.38	\$267,377.26	62	76
13	9/26/2019	10/25/2019	30	\$469,622.82	\$5,549,790.79	\$24,716.99	\$292,094.25	68	82
14	10/26/2019	11/25/2019	31	\$310,326.66	\$5,860,117.45	\$16,332.98	\$308,427.23	72	88
15	11/26/2019	12/25/2019	30	\$456,292.80	\$6,316,410.25	\$24,015.41	\$332,442.64	77	94
16	12/26/2019	1/25/2020	31	\$887,873.95	\$7,204,284.20	\$46,730.21	\$379,172.85	88	101
17	1/26/2020	2/25/2020	2	\$474,385.50	\$7,678,669.70	-\$222,465.31	\$156,707.54	91	101
18	2/26/2020	3/25/2020		\$4,704.38	\$7,683,374.08	\$96.01	\$156,803.55	91	101
19	3/26/2020	4/25/2020		\$360,076.75	\$8,043,450.83	\$7,348.51	\$164,152.06	96	101

Punchlist items are ongoing. The signal was put into service 5/26/20 and the road was opened. 5/29/2020 Comments -

Change Order Number Cost This CO Total COs Approved 4/7/2020 \$300,284.59 \$ 300,284.59 01

3F: County Convenience. Additional work desired by the County. A ROW agreement with Texas Crushed Stone (TCS) required that 6 driveways be installed on the project and the locations and details were added to the plans after construction began. In addition to the driveways, per Williamson County's request, the southbound frontage road will be converted to two-way to allow eastbound SW Bypass traffic to access the Inner Loop directly. 3E & 3H: County Convenience. Reduction of future maintenance. Cost savings opportunity discovered during construction. Elimination of Wall 6 is safer for the travelling public and will reduce future maintenance costs. 2C: Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). Excavation adjacent to the ROW required the placement of additional metal beam guard fence (MBGF) to protect the travelling public. Also, during construction, excavation near the pond diverted water across a driveway, therefore it was necessary to place concrete pipe (RCP) to channel the water into the pond.

Change Order Number Approved Cost This CO Total COs 02 4/7/2020 \$155,032.95 455,317.54

3F: County Convenience. Additional work desired by the County. This Change Order pays for the completion of the signal at RM 2243/Southwest Bypass. The original plans only required the Contractor to install signal poles and illumination. The mast arms were to be delivered to the City of Georgetown for later installation. After the project began, the section of the Bypass constructed by the City of Georgetown opened and a signal warrant study was performed that indicated the intersection met warrants. This Change Order adds pay items for the signal heads, controller cabinet, wiring, vehicle detection system, and the labor and equipment to complete the work for a fully functional signal. This Change order also provides for the payment of retaining wall costs already incurred for Wall 6, prior to the decision to delete that wall from the Contract. Through discussions with the landowner and Engineer, the County decided to remove Wall 6 for safety concerns, maintenance issues and cost savings. It was also decided by the County to install 7 additional cliff overhang gates through negotiations with the landowner.

Change Order Number Approved Cost This CO Total COs 4/7/2020 \$46,061.86 \$ 501,379.40

3F: County Convenience. Additional work desired by the County. This Change Order for the tree preservation, trimming, and debris removal. An arborist is required to determine the protection for trees in the work zone. A fence is included in this Change Order for tree protection

> Adjusted Price = \$8,589,323,17





CR 176 at RM 2243 (RM 2243 at Parkside Parkway)

Project Length: 1 Mile Roadway Classification: Rural Arterial

Project Schedule: August 2019 - July 2020 Estimated Construction Cost: \$2.6 Million



MAY 2020 IN REVIEW

05/08/2020: Joe Bland potholed along the alignment of Culvert 1 on the north side of RM 2243. 3"x5" rock was placed at the driveway curb cut at south end of the project, as requested by the County. Subcontractor BMP mowed the temporary grass in the southbound ditch between RM 2243 and CR 176. The northbound and southbound ditches from CR 176 to the south end of the project were seeded.

05/15/2020: Trenching began for the 42" drainage pipe on north side of RM 2243. Subcontractor Bryant & Frey began digging the sending pit for boring operation of 42" pipe under RM 2243. BMP installed soil retention blankets in northbound ditch.

05/22/2020: Trenching continued for the 42" drainage pipe on north side of RM 2243. Bryant & Frey continued excavating the sending pit for the boring operation of 42" pipe under RM 2243 and placed trench boxes and tracks. Subcontractor Austin Wood Recycling cleared and mulched trees and brush on north end of the 42" pipe run.

05/29/2020: Water was pumped from the sending pit for the boring operation of 42" pipe under RM 2243.



Design Engineer: WSB & Associates Contractor: Joe Bland Construction Construction Observation: Feng Chen, HNTB

Williamson County Road Bond Program



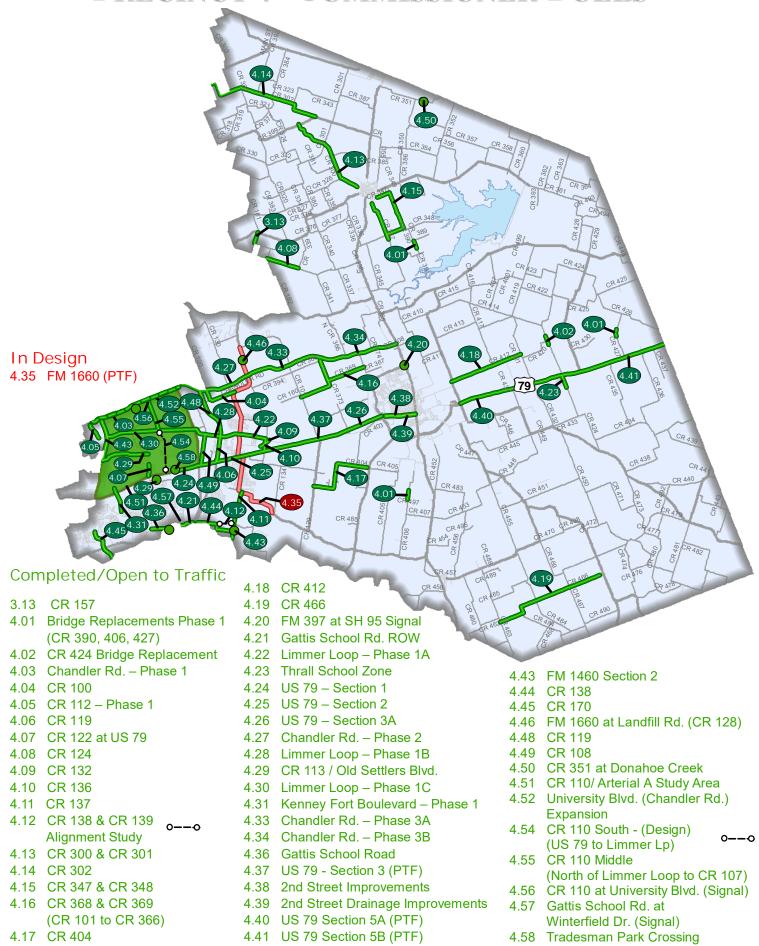
CR 176 at RM 2243 (RM 2243 at Parkside Parkway) Project No. 1901-285

Project No.	1901-285			• ,		(Original Contra	act Price =	\$2,447,560.00
Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	<u>Days</u> <u>Added</u>	<u>Total</u> <u>Days</u>
1/8/2019	3/26/2019	7/26/2019	8/5/2019				420	0	420
Invoice	Beginning	Ending	Days	Current	Invoice	Current	Total	% (\$)	% Time
Number	Date	Date	Charged	Invoice	<u>Total</u>	Retainage	Retainage	Used	Used
1	8/5/2019	8/7/2019	3	\$72,005.40	\$72,005.40	\$8,000.60	\$8,000.60	3	1
2	8/8/2019	8/31/2019	24	\$182,903.40	\$254,908.80	\$20,322.60	\$28,323.20	11	6
3	9/1/2019	9/30/2019	30	\$256,030.43	\$510,939.23	\$28,447.83	\$56,771.03	21	14
4	10/1/2019	10/31/2019	31	\$404,602.62	\$915,541.85	\$44,955.84	\$101,726.87	38	21
5	11/1/2019	11/30/2019	30	\$172,401.65	\$1,087,943.50	\$19,155.74	\$120,882.61	46	28
6	12/1/2019	12/31/2019	31	\$49,862.16	\$1,137,805.66	\$5,540.24	\$126,422.85	48	35
7	1/1/2020	1/31/2020	31	\$4,983.70	\$1,142,789.36	\$553.75	\$126,976.60	48	43
8	2/1/2020	2/29/2020	29	\$350,483.90	\$1,493,273.26	-\$48,383.27	\$78,593.33	59	50
9	3/1/2020	3/31/2020	31	\$148,264.69	\$1,641,537.95	\$7,803.40	\$86,396.73	65	57
10	4/1/2020	4/30/2020	30	\$232,512.45	\$1,874,050.40	\$12,237.50	\$98,634.23	74	64
Change Order	Number		Approved			Cost This CO			Total COs
01			12/17/2019		·	\$208,869.67			\$ 208,869.67
	y Accommodation	on. Third party re		. This Change Or	der adds relocation		g Brushy Creek N	Aunicipal Utili	

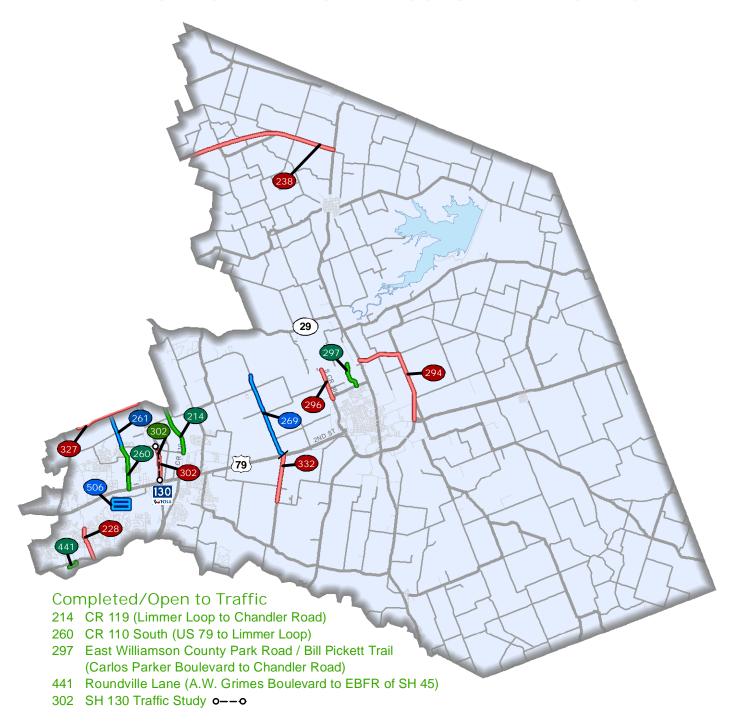
⁴B: Third Party Accommodation. Third party requested work. This Change Order adds relocation of the existing Brushy Creek Municipal Utility District (BCMUD) water line along CR 176 and revises the City of Georgetown water line relocations on the project.

Adjusted Price = \$2,656,429.67

2006 ROAD BOND PROGRAM PROJECTS PRECINCT 4 - COMMISSIONER BOLES



2013 ROAD BOND PROGRAM PROJECTS PRECINCT 4 - COMMISSIONER BOLES



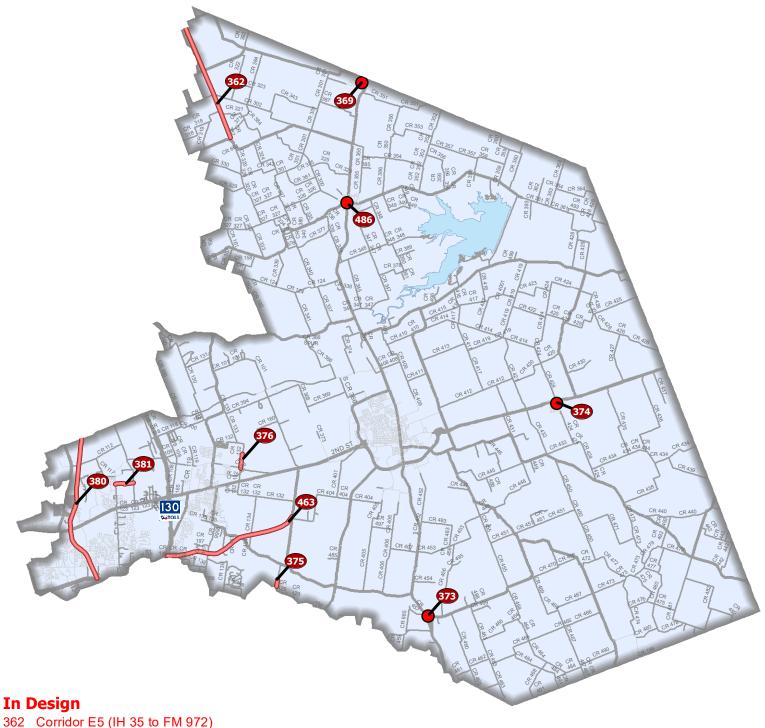
Under Construction/Bidding

- 261 CR 110 Middle (Limmer Loop to CR 107)
- 269 CR 101 (US 79 to North of Chandler Road)
- 506 Oak Bluff and Greenfield Drainage Improvements

In Design

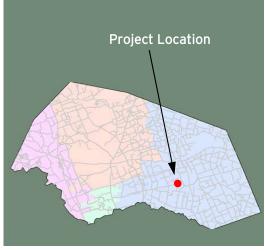
- 228 Kenney Fort Blvd Segments 2 and 3 (Forest Creek Boulevard to SH 45)
- 238 Ronald Reagan Boulevard Extension (IH 35 to SH 95)
- 294 Chandler Road Extension Phase 1 (Planning) (SH 95 to FM 619)
- 296 CR 366 Widening (Chandler Road to Carlos G. Parker Boulevard)
- 302 SH 130 Frontage Roads Phase 3 (SBFR US 79 to Limmer Loop)
- 327 University Boulevard (Chandler Road) Expansion (FM 1460 to SH 130)
- 332 FM 3349/US 79 Interchange

2019 ROAD BOND PROGRAM PROJECTS PRECINCT 4 - COMMISSIONER BOLES



- 369 Bartlett Street Project
- 373 Coupland Street Project
- 374 Thrall Street Project
- 375 CR 129 (South of Brushy Creek to North of the South Williamson County Line)
- 376 CR 134/CR 132 Extension (Hutto Arterial)
- 380 MoKan (University Boulevard to SH 45)
- 381 Old Settlers Boulevard (North Red Bud Lane/CR 122 to CR 110)
- 463 Southeast Loop (Corridor E1) (CR 138 to CR 137)
- 486 Davilla Street Culvert Replacement in Granger





CR 110 Middle (Limmer Loop to CR 107)

Project Length: 2.2 Miles Roadway Classification: Urban Arterial

Project Schedule: May 2019 - September 2020 Estimated Construction Cost: \$9.0 Million



MAY 2020 IN REVIEW

05/08/2020: Ditch grading continued between DeSoto Loop north and DeSoto Loop south. The subgrade was graded from north of DeSoto to the north. Water line installation continued. Subcontractor G. Carter placed wire and cable, traffic signals and street signs at University Boulevard. Contractor HMI (Century Link) removed pedestals from Loop to north of CR 112.

05/15/2020: Ditch grading continued between DeSoto Loop south to Culvert B. The water line continued to be installed. Spoils material was hauled from the water line installation to behind the curb. The gas line was potholed to determine depth.

05/22/2020: Ditch grading continued between Culvert B and the gas line. Topsoil was placed behind curb from University Boulevard to Builders 1st.

05/29/2020: The water line continued to be installed. Spoils material was hauled from the water line installation to behind the curb. Subgrade was graded from Culvert C to CR 112 and between DeSoto Loop North and DeSoto Loop south.



Design Engineer: Kimley Horn Contractor: James Construction Construction Observation: Dave Thomas, HNTB

Williamson County Road Bond Program



CR 110 Middle (Limmer Loop to CR 107)

Project No.	1809-261	2 200 p to 0			Original Cont	\$8,910,862.73			
<u>Letting</u>	<u>Award</u>	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	<u>Days</u> <u>Added</u>	<u>Total</u> <u>Days</u>
12/14/2018	2/5/2019	4/26/2019	5/6/2019				390		390
Invoice	Beginning	Ending	Days	Current	Invoice	Current	<u>Total</u>	<u>% (\$)</u>	% Time
Number	Date	Date	Charged	Invoice	<u>Total</u>	Retainage	Retainage	Used	Used
1	5/6/2019	5/31/2019	26	\$719,064.06	\$719,064.06	\$79,896.01	\$79,896.01	9	7
2	6/1/2019	6/30/2019	30	\$327,805.09	\$1,046,869.15	\$36,422.78	\$116,318.79	13	14
3	7/1/2019	7/31/2019	31	\$406,884.79	\$1,453,753.94	\$45,209.43	\$161,528.22	18	22
4	8/1/2019	8/31/2019	31	\$391,244.33	\$1,844,998.27	\$43,471.59	\$204,999.81	23	30
5	9/1/2019	9/30/2019	30	\$88,385.54	\$1,933,383.81	\$9,820.61	\$214,820.42	24	38
6	10/1/2019	10/31/2019	31	\$295,167.52	\$2,228,551.33	\$32,796.39	\$247,616.81	27	46
7	11/1/2019	11/30/2019	30	\$424,033.35	\$2,652,584.68	\$47,114.82	\$294,731.63	33	54
8	12/1/2019	12/31/2019	31	\$511,268.18	\$3,163,852.86	\$56,807.57	\$351,539.20	39	62
9	1/1/2020	1/31/2020	31	\$385,342.62	\$3,549,195.48	\$42,815.85	\$394,355.05	44	69
10	2/1/2020	2/29/2020	29	\$514,688.36	\$4,063,883.84	\$57,187.60	\$451,542.65	50	77
11	3/1/2020	3/31/2020	31	\$344,124.14	\$4,408,007.98	\$38,236.01	\$489,778.66	54	85
12	4/1/2020	4/19/2020	19	\$293,737.21	\$4,701,745.19	\$32,637.47	\$522,416.13	58	90
13	4/20/2020	5/19/2020	30	\$277,306.64	\$4,979,051.83	\$30,811.87	\$553,228.00	61	97
<u>Change Order Number</u> <u>Ap</u>			Approved			Cost This CO		Total COs	
01			10/8/2019			\$66,291.83			\$ 66,291.83

¹A: Design Error or Omission. Incorrect PS&E. This Change Order revises items and quantities for the traffic signals. 3F: County Convenience. Additional work desired by the County. This Change Order adds items for temporary sediment control fencing (install and remove) and documents the credit to the contract for materials (6'x4' box culvert) furnished by the County.

Change Order Number	<u>Approved</u>	Cost This CO	Total COs
02	12/17/2019	\$31,881.14	\$ 98,172.97

²G: Differing Site Conditions. Unadjusted utility (unforeseeable). This Change Order provides grading of the Limmer Loop ditch at CR 110, due to communication utility conflicts not being adjusted for the previous CR 110 South project. The ditch work must be completed, prior to construction of the requested driveway for the new corner store. The driveway permit has already been submitted to the County by the Developer.

Adjusted Price = \$9,009,035.70



Williamson County Commissioners Court

Road Bond Program
June 16, 2020



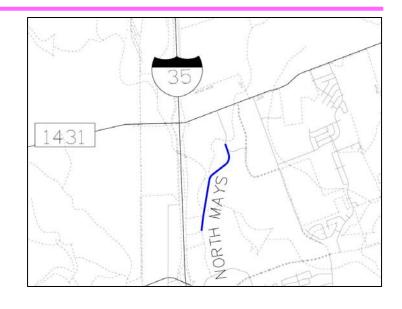






North Mays Extension (Paloma Drive to Oakmont Drive)

Anticipated Completion
Summer 2020



Original Contract Price = \$10,775,835.75

Total Change Orders to Date = \$24,898.18

Adjusted Contract Price = \$10,800,733.93

Expenditures to Date = \$8,321,946.91 (77%)



North Mays Extension (Paloma Drive to Oakmont Drive)





North Mays Extension (Paloma Drive to Oakmont Drive)





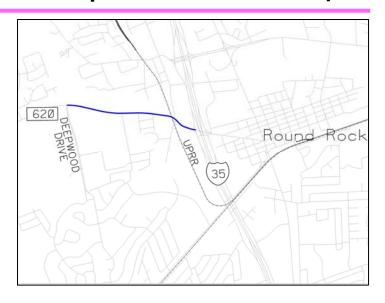
North Mays Extension (Paloma Drive to Oakmont Drive)





RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)

Anticipated Completion
Summer 2022



Partnership with TxDOT and the City of Round Rock

Original Contract Amount = \$27,468,703.67 Construction is managed by TxDOT



RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)





RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)





RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)

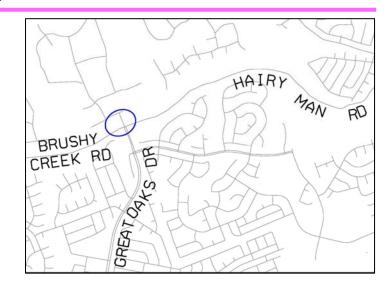




Great Oaks Drive Water Line Replacements

Anticipated Completion

Spring 2020



Original Contract Price = \$1,325,000.00 Total Change Orders to Date = \$170,929.84 Adjusted Contract Price = \$1,495,929.84 Expenditures to Date = \$1,322,498.36 (89%)



Great Oaks Drive Water Line Replacements





Great Oaks Drive Water Line Replacements



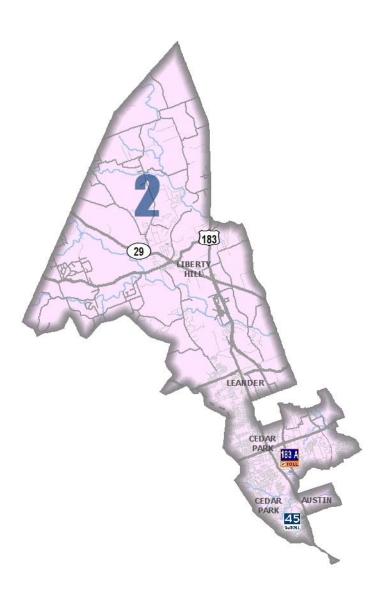


Great Oaks Drive Water Line Replacements



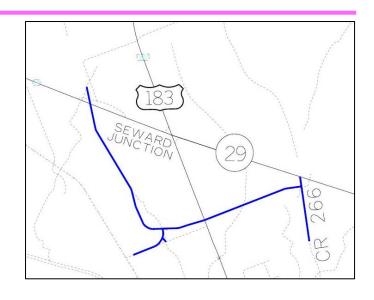


Precinct 2





Anticipated Completion Late 2020



Original Contract Price = \$13,270,258.10Total Change Orders to Date = \$112,306.36Adjusted Contract Price = \$13,382,564.46Expenditures to Date = \$9,355,665.78 (70%)

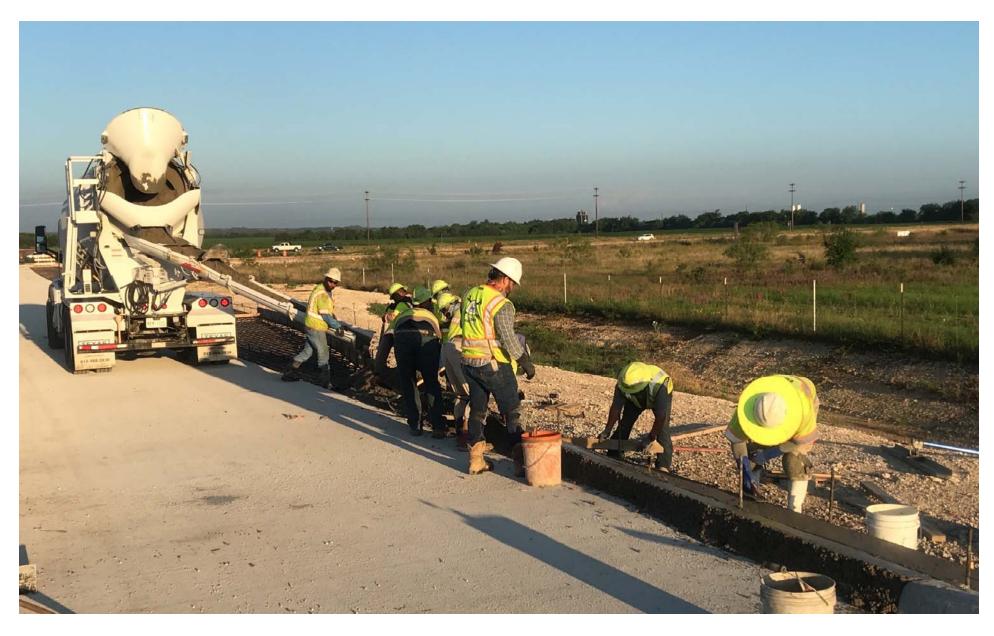






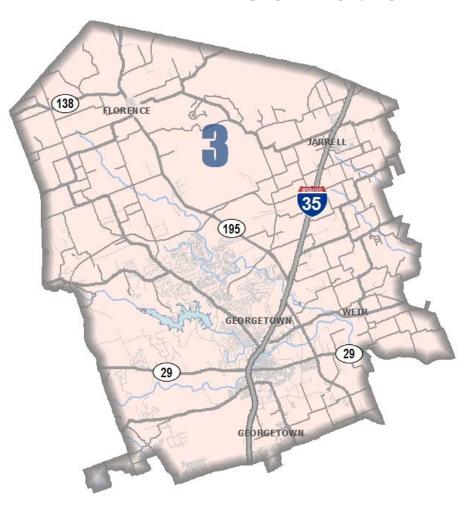






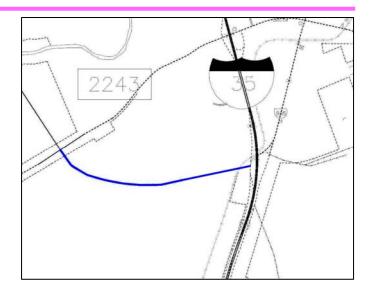


Precinct 3





Substantially Complete



Original Contract Amount = \$8,087,943.77

Total Change Orders = \$503,379.40

Adjusted Contract Price = \$8,591,323.17

Expenditures to Date = \$8,207,602.92 (96%)









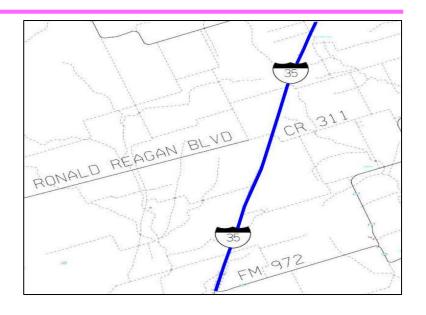






IH 35 Ramp Reversals and Frontage Road ²⁵ Conversion

Anticipated Completion Late 2020



Partnership with TxDOT

Original Contract Amount = \$13,145,762.51

Construction is managed by TxDOT



IH 35 Ramp Reversals and Frontage Road ²⁶ Conversion





IH 35 Ramp Reversals and Frontage Road ²⁷ Conversion



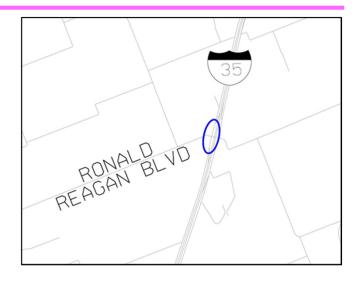


IH 35 Ramp Reversals and Frontage Road ²⁸ Conversion





Anticipated Completion
Summer 2021



Partnership with TxDOT

Original Contract Amount = \$15,048,229.93

Construction is managed by TxDOT







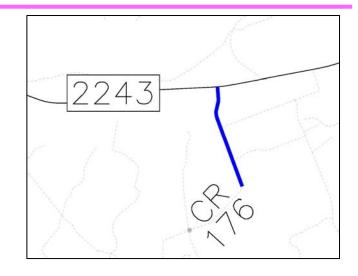








Anticipated Completion
Summer 2020



Original Contract Amount = \$2,447,560.00 Total Change Orders = \$208,869.67 Adjusted Contract Price = \$2,656,429.67 Expenditures to Date = \$1,994,292.26 (75%)

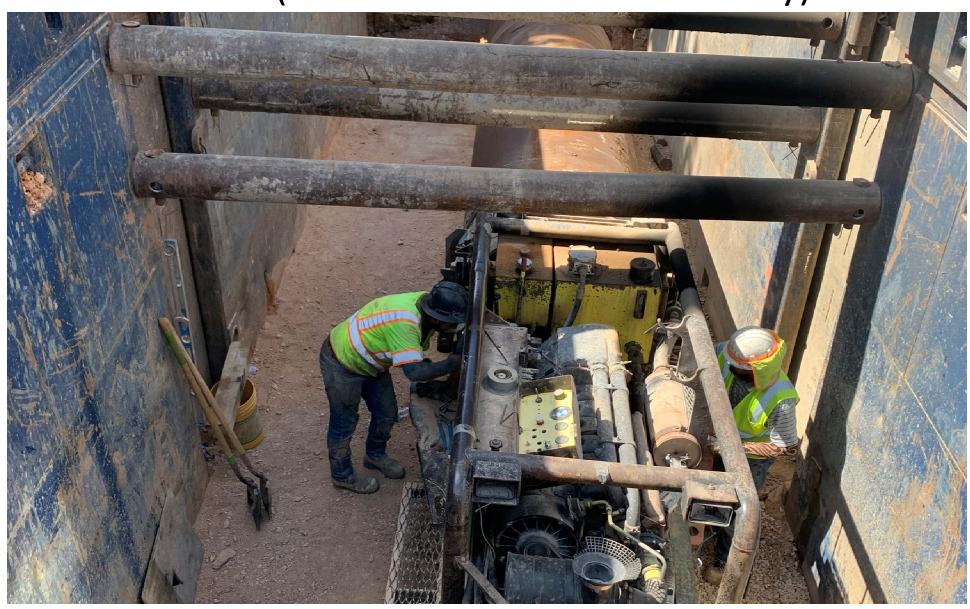






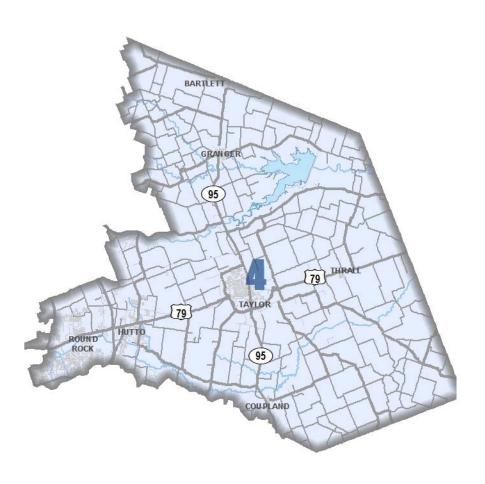








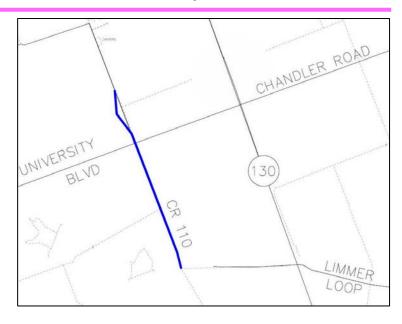
Precinct 4





CR 110 Middle (Limmer Loop to CR 107)

Anticipated Completion Fall 2020



Original Contract Amount = \$8,910,862.73

Total Change Orders = \$98,172.70

Adjusted Contract Price = \$9,009,035.70

Expenditures to Date = \$5,532,279.83 (61%)



CR 110 Middle (Limmer Loop to CR 107)





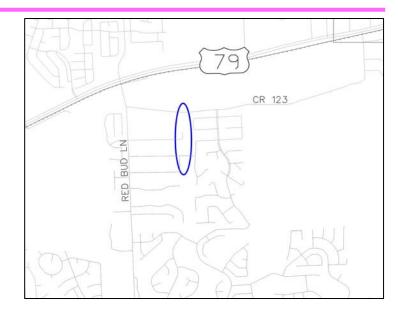


CR 110 Middle (Limmer Loop to CR 107)





Anticipated Completion Early 2021



Partnership with City of Round Rock

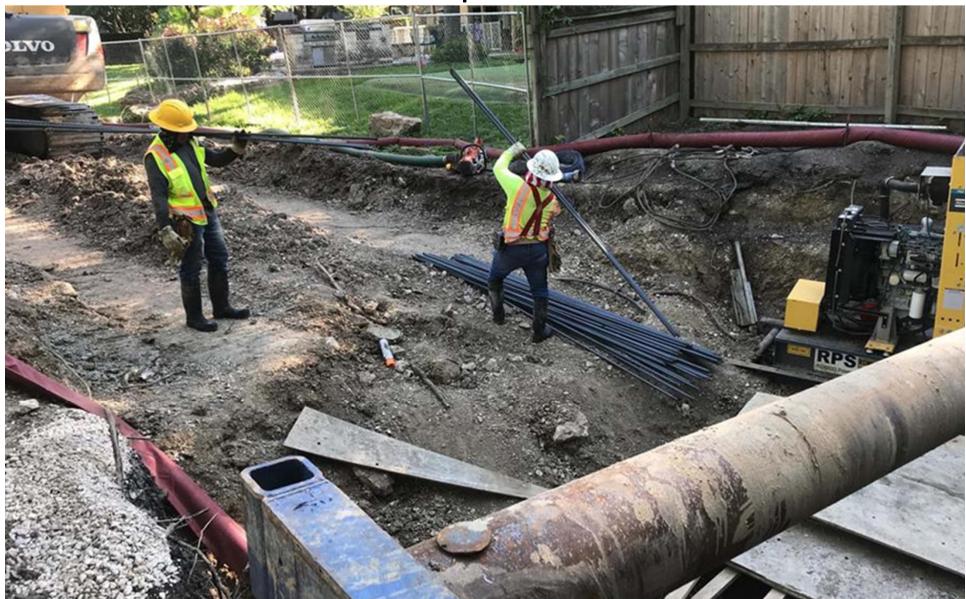
Original Contract Amount = \$1,770,012.25

Construction is managed by City of Round Rock













Meeting Date: 06/16/2020

Williamson County Long-Range Transportation Plan Update

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

70.

Agenda Item

Discuss, consider, and take any appropriate action regarding the Williamson County Long-Range Transportation Plan to address current and projected needs in the public interest.

Background

The attached amendments are recommended by staff. Several adjustments have been made to the proposed arterial and corridor networks in Precinct 4 to accommodate incoming plats, ROW dedication and other development.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Conceptual Arterials

Conceptual Arterials - Precinct 4

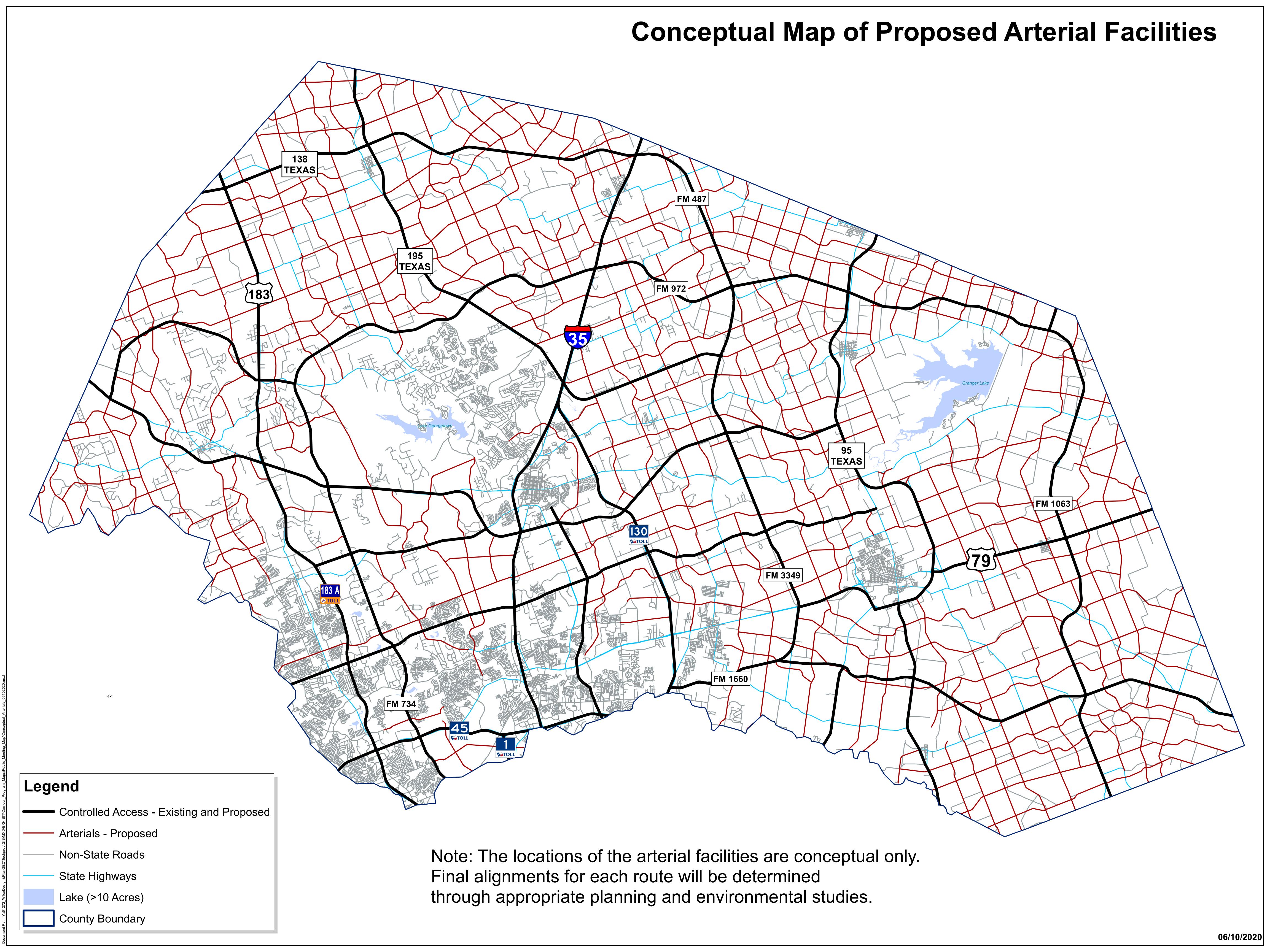
Form Review

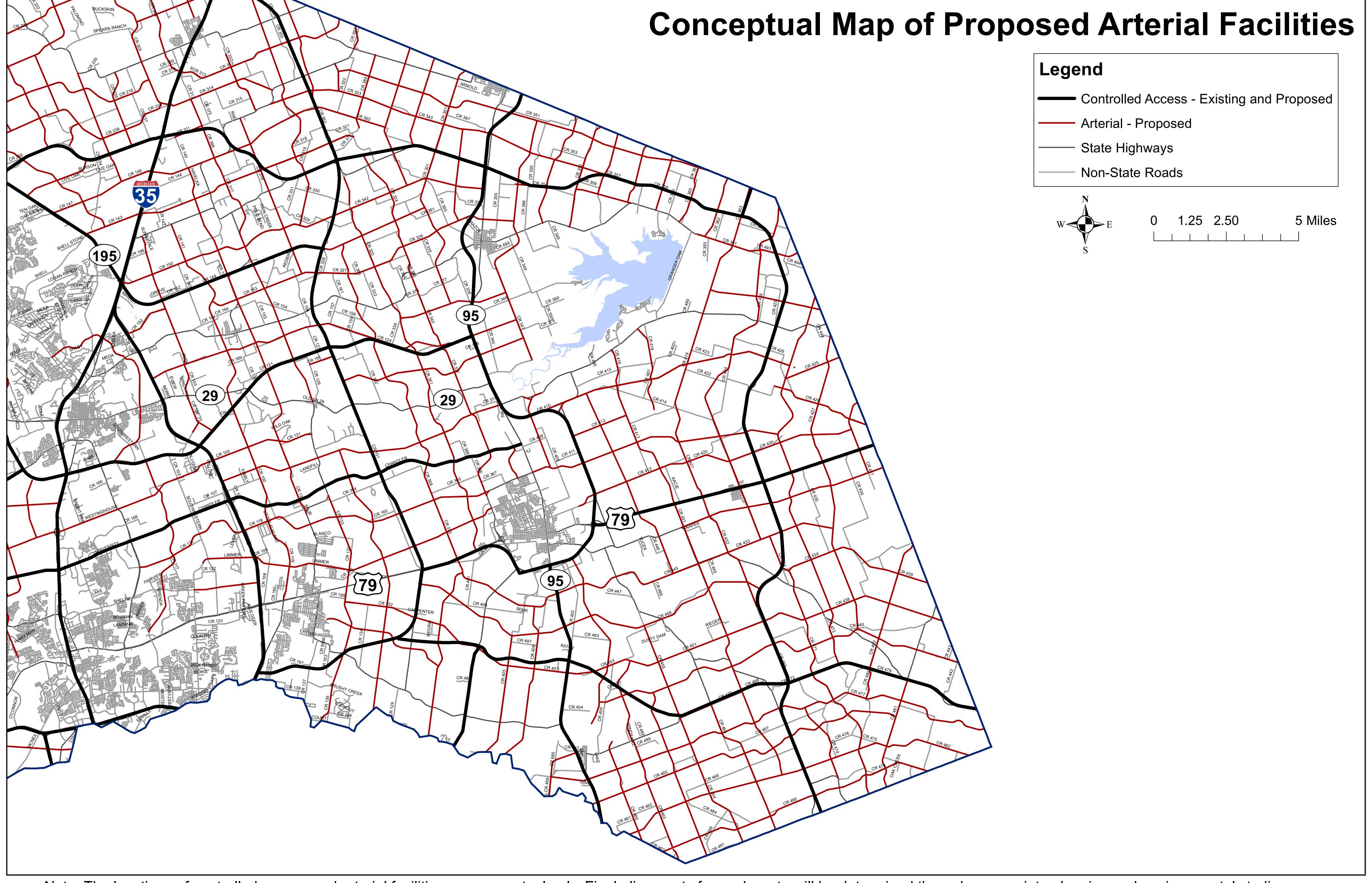
Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 06/11/2020 10:36 AM

Form Started By: Dawn Haggard Started On: 06/11/2020 10:02 AM

Final Approval Date: 06/11/2020





Meeting Date: 06/16/2020 2015 Certificates of Obligation

Submitted By: Emmeline Hawkins, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

71.

Agenda Item

Discuss, consider and take appropriate action on approving a 2015 Certificates of Obligation budget transfer to move \$50,000 from Round Rock Building (P322) to WIC Remodel at 355 Texas Avenue (P535).

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 06/10/2020 10:20 AM

Form Started By: Emmeline Hawkins Started On: 06/10/2020 08:33 AM

Final Approval Date: 06/10/2020

Meeting Date: 06/16/2020

2019 Park Bond Transfer

Submitted By: Emmeline Hawkins, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

72.

Agenda Item

Discuss, consider and take appropriate action on approving a 2019 Park Bond Budget Transfer from 2019 Park Non-Departmental in the amount of \$240,138 to Champion Park Parking Lot (P552) of \$151,571 and SW Regional Park Restrooms (P560) of \$88,567.

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 06/10/2020 10:21 AM

Form Started By: Emmeline Hawkins Started On: 06/10/2020 08:37 AM

Final Approval Date: 06/10/2020

Meeting Date: 06/16/2020 2015 Certificates of Obligation

Submitted By: Emmeline Hawkins, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

73.

Agenda Item

Discuss, consider and take appropriate action on approving a 2015 Certificates of Obligation budget transfer to close Round Rock Building (P322) and move the remaining funds in the amount of \$174,382.85 to Inner Loop Annex Modifications (P434).

Background

Fiscal Impact

From/To Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 06/10/2020 10:22 AM

Form Started By: Emmeline Hawkins Started On: 06/10/2020 09:46 AM

Final Approval Date: 06/10/2020

Meeting Date: 06/16/2020

2013 Road Bond Transfer

Submitted By: Emmeline Hawkins, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

74.

Agenda Item

Discuss, consider and take appropriate action on approving a 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move \$70,000 from 2013 Road Non-Departmental (P290) to CR 110 Middle Phase 2 (P261) of \$50,000 and O'Connor Drive Signal (P329) of \$20,000. Also, to move \$400,000 from CR 200 Phase I (P285) to Seward Junction Southeast (P271). Also, to close O'Connor Drive (P281) and move the balance to O'Connor Drive Signal (P329).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2013 Road Bond

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 06/11/2020 08:37 AM

Form Started By: Emmeline Hawkins Started On: 06/11/2020 07:51 AM

Final Approval Date: 06/11/2020

Ms. Emmeline Hawkins Williamson County Auditor's Office Historic County Courthouse 710 Main Street, Ste. 301 Georgetown, TX 78626



May 29, 2020

Re: 2013 Road Bond Budget Adjustment

Dear Ms. Hawkins,

Please make the following budget adjustments to the 2013 Road Bond Program:

- Move \$50,000.00 from P290 2013 Unallocated to P261 CR 110 Middle Phase 2;
- Move \$400,000.00 from CR 200 Phase I to P271 Seward Junction Southeast
- Move \$20,000.00 from P290 2103 Unallocated to P329 O'Connor Drive Signal;

Also, please reclassify the following Right of Way and Land Purchases from P281 O'Connor Drive to P329 O'Connor Drive Signal project:

Sum of Cost Amount	
Row Labels	2020
BRUSHY CREEK VILLAGE HOMEOWNER'S ASSOC INC	5,136.00
INDEPENDENCE TITLE	8,304.60
THE MEADOWS OF BRUSHY CREEK HOMEOWNER'S ASSOC INC	5,850.00
WILLIAM H SCHWARTZ	1,000.00
Grand Total	20,290.60

• Close P281 O'Connor Drive and move any remaining funds into P329 O'Connor Drive Signal.

If you have any questions, please let me know.

Thank you

Michael J. Weaver

Cc: Pam Navarrette, Williamson County Auditor's Office Robert B. Daigh, P.E., Williamson County Senior Director of Infrastructure Christen Eschberger, P.E., HNTB Marie Walters, HNTB

Meeting Date: 06/16/2020

1901-285 CR 176 at RM 2243 Change Order No. 2 **Submitted By:** Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 2 in the amount of \$63,776.63 for CR 176 at RM 2243 (Joe Bland Construction), a Road Bond project in Commissioner Pct. 3.

P: 241 Funding Source: Road Bond

Background

This Change Order adds various items of work to the contract. These items include removal of an existing driveway, construction of a mail box turnout, an additional pedestrian curb ramp, additional wire mesh fencing and gates, realignment of a ditch to improve drainage, widening of a driveway radii, water pumping, additional storm sewer pipe and safety end treatments for a driveway, and additional milling of asphalt on RM 2243. There was also additional work due to difference site conditions, including work necessary to find the existing cave and removal of a driveway along RM 2243 that was constructed before the job started and not addressed in the plans.

Item 104 Concrete Removal (Driveway) was added to compensate the Contractor for removal of an existing driveway that was constructed by a new business within the limits of the roadway widening along RM 2243 that was not shown in the plans. The existing driveway had to be removed because it did not match the proposed roadway elevation.

A mailbox turnout was added at the request of a property owner to match the existing mailbox access they had along the original roadway near Station 124+00 (left). This will overrun the existing Item 530-6008 Turnouts (ACP).

A pedestrian curb ramp was added to accommodate future construction on the south end of the project at Station 14+00 (left) that ties into the existing sidewalk. New Item 531-6004 Curb Ramp (TY I) is being added to the contract.

Fencing and gates for property owners adjacent to the project were not included in the right of way agreements, so fencing and gates are being added to provide the same level of security the property owners had prior to the project. Fencing was added that matched the existing mesh fence instead of the 5-strand barbed wore fence. This change is documented in new Items 552-6004 Wire Fencing (TY D) and Item 552-6006 Gates)Ty 2).

Plan Sheet 51 represented the cave to be located at a depth of approximately 6 to 8 feet below natural ground. The Contractor did not find a cave at this depth, so they brought in larger equipment that found the cave at a depth of 10 to 12 feet. Item 999-WC02 compensates the Contractor for bringing in different equipment for the investigation that was capable of

75.

excavating to the required depth.

The Contractor cut the ditch on the south end of the project along the roadway according to the information shown on plan sheet 61A. During construction of the ditch it was determined that the ditch could not be constructed to drain within the right of way (ROW) along existing CR 176 near Station 42+00. Item 999-WC03 compensates the Contractor for time and equipment necessary tor realign the ditch to provide proper drainage within the ROW.

The driveway of CR 176 Station 15+25 was constructed per plan. Residents who use the driveway requested that the driveway radii be widened to accommodate long trailers. Widening the driveway radii will prevent maintenance issues in the future. Item 999-WC04 compensates the Contractor for time and materials to widen the driveway radii at CR 176.

The proposed area inlet located at Station 101+00 (right) was not constructed due to issues with obtaining an easement for the construction of the outfall north of RM 2243. Water draining from the project accumulated at the inlet location, making it necessary to be pumped. Item 999-WC05 is a new item that compensates the Contractor for time and equipment to pump the water from this location to prevent ponding that could saturate and compromise the pavement structure.

Additional milling and planing were necessary because TxDOT overlaid RM 2243 within the project limits after the Contractor had constructed flexible base for the proposed roadway widening. It was cheaper to mill off the TxDOT overlay than it was to raise the grade of the widening and adjacent tie-in to CR 176.

Concrete pipe and safety end treatments were added to the driveway at Station 15+25 to provide drainage when water ponding was observed adjacent to the driveway. The installation of the pipe eliminated standing water south of the driveway.

Fiscal Impact						
From/To	n/To Acct No. Description Amount					

Attachments

1901-285 CR 176 at RM 2243 CO No. 2

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 06/11/2020 10:44 AM

Form Started By: Dawn Haggard Started On: 06/08/2020 12:20 PM

Final Approval Date: 06/11/2020

WILLIAMSON COUNTY, TEXAS CHANGE ORDER NUMBER: 2

1. CONTRACTOR: Joe Bland Construction		Project:	1901-285 CR 176 at RM
2. Change Order Work Limits: Sta. 115+00 to	Sta. 140+00	Roadway:	2243
Type of Change(on federal-aid non-exempt projects):	Minor (Major/Minor)	CSJ Number:	
4. Reasons: 3F, 2E (3 Max In order o	fimportance - Primary first)		
5. Describe the work being revised: 3F: County Convenience. Additional work desired by the contract, including: removal of an existing driveway, a mail box realigns a ditch to improve drainage, widens driveway radii, widriveway and milling of asphalt on RM 2243. 2E: County Conveste condition (unforseeable). This change order compensate	turnout, a pedestrian curb ra ater pumping, storm sewer panience. Differing site condi- s the contractor for work necessity	amp, wire mesh ipe and safety of tions. Miscellar essary to find th	i fencing and gates, end treatments at a neous difference in ne existing cave and
removes a driveway along RM 2243 that was constructed before	he job started and not address	sed in the plans.	
o. Work to be performed in december that the	Attached.		
7. New or revised plan sheet(s) are attached and numbered		D N	•
8. New Special Provisions/Specifications to the contract are		_	50
9. New Special Provisions to Item_N/A_NoN/A_, Special			
Each signatory hereby warrants that each has the authority	to execute this Change Ord	er (CO).	
The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses: additional changes for time, overhead and profit, or loss of compensation as a result of this change.	The following informa	,	provided n this CO: 0
THE CONTRACTOR Date 6-2-20	Amount added by this char	nge order:	\$63,776.63
By A P II			
Typed/Printed Name Andrew Batten			
Typed/Printed Title [FO] 227 Thanager		-	
RECOMMENDED FOR EXECUTION:			
10 10	County Commissi	ioner Precinct	1 Date
Project Manager Date	☐ APPROVED	☐ REQU	JEST APPROVAL
	County Commiss	ioner Precinct	2 Dat
N/A Design Engineer Date	☐ APPROVED		IEST APPROVAL
2 11/m	County Commiss	ionar Precinct	3 Dat
06/04/2020 program M-pager Date	☐ APPROVED		JEST APPROVAL
Design Engineer's Seal:	County Commiss	ioner Presinct	4 Dat
			JEST APPROVAL
see attached plan sheets	☐ APPROVED	☐ REQU	AFFROVAL
	County	Judge	Dat
	APPROVED		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 2	Project # 1901-285
------------------------	--------------------

TABLE A: Force Account Work and Materials Placed into Stock

LABOR	HOURLY RATE			HOURLY RATE
				·

TABLE B: Contract Items:

				ORIGINAL + PRE	VIOUSLY REVISED	ADD or (DEDUCT)		NEW	
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
104-6017	CONCRETE REMOVAL (DRIVEWAY)	LS	\$3,185.94	0.00	\$0.00	1.00	1.00	\$3,185.94	\$3,185.94
354-6002	PLAN & TEXT ASPH CONC (0-2")	SY	\$5.32	934.00	\$4,968.88	2,866.00	3,800.00	\$20,216.00	\$15,247.12
464-6003	RC PIPE (CL III)(18IN)	LF	\$58.00	74.00	\$4,292.00	63.00	137.00	\$7,946.00	\$3,654.00
467-6363	SET (TY II)(18IN)(RCP)	EA	\$850.00	2.00	\$1,700.00	4.00	6.00	\$5,100.00	\$3,400.00
530-6008	TURNOUTS (ACP)	SY	\$36.22	40.00	\$1,448.80	106.00	146.00	\$5,288.12	\$3,839.32
531-6004	CURB RAMP (TY I)	EA	\$1,900.00	0.00	\$0.00	1.00	1.00	\$1,900.00	\$1,900.00
552-6003	WIRE FENCING (TY C)	LF	\$9.00	1,140.00	\$10,260.00	(1,140.00)	0.00	\$0.00	(\$10,260.00)
552-6004	WIRE FENCING (TY D)	LF	\$13.77	0.00	\$0.00	1,140.00	1,140.00	\$15,697.80	\$15,697.80
552-6006	GATES (TY 2)	EA	\$1,404.50	0.00	\$0.00	3.00	3.00	\$4,213.50	\$4,213.50
999-WC02	CAVE INIVESTIGATION COST	LS	\$11,953.95	0.00	\$0.00	1.00	1.00	\$11,953.95	\$11,953.95
999-WC03	DITCH REALIGNMENT	LS	\$3,600.00	0.00	\$0.00	1.00	1.00	\$3,600.00	\$3,600.00
999-WC04	WIDEN DRIVEWAY RADII	LS	\$1,825.00	0.00	\$0.00	1.00	1.00	\$1,825.00	\$1,825.00
999-WC05	WATER PUMPING	HR	\$92.00	0.00	\$0.00	60.00	60.00	\$5,520.00	\$5,520.00
	TOTALC	1			#00.000.00			£00 440 04	#co 770 co
	TOTALS				\$22,669.68			\$86,446.31	\$63,776.63

CHANGE ORDER REASON(S) CODE CHART

Design Error or Omission	1A. Incorrect PS&E
	1B. Other
Differing Site Conditions	2A. Dispute resolution (expense caused by conditions and/or resulting delay)
(unforeseeable)	2B. Unavailable material
	2C. New development (conditions changing after PS&E completed)
	2D. Environmental remediation
	2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9)
	2F. Site conditions altered by an act of nature
	2G. Unadjusted utility (unforeseeable)
	2H. Unacquired Right-of-Way (unforeseeable)
	2I. Additional safety needs (unforeseeable)
	2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions)
	3B. Public relations improvement
	3C. Implementation of a Value Engineering finding
	3D. Achievement of an early project completion
	3E. Reduction of future maintenance
	3F. Additional work desired by the County
	3G. Compliance requirements of new laws and/or policies
	3H. Cost savings opportunity discovered during construction
	3I. Implementation of improved technology or better process
	3J. Price adjustment on finished work (price reduced in exchange for acceptance)
	3K. Addition of stock account or material supplied by state provision
	3L. Revising safety work/measures desired by the County
	3M. Other
Third Party Accommodation	4A. Failure of a third party to meet commitment
	4B. Third party requested work
	4C. Compliance requirements of new laws and/or policies (impacting third party)
	4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan
	5B. Contractor requested change in the sequence and/or method of work
	5C. Payment for Partnering workshop
	5D. Additional safety work/measures desired by the contractor
	5E. Other
G. Untimaly DOW/Hallain	CA. Dight of May not clear (third party respects it it is for DOM)
Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW)
	6B. Right-of-Way not clear (County responsibility for ROW)
	6C. Utilities not clear
	6D. Other

Williamson County Road Bond Program

CR 176 at RM 2243 Williamson County Project No. 1902-285 Change Order No. 2

Reason for Change

This Change Order adds various items of work to the contract.

Item 104 Concrete Removal (Driveway) was added to compensate the Contractor for removal of an existing driveway that was constructed by a new business within the limits of the roadway widening along RM 2243 that was not shown in the plans. The existing driveway had to be removed because it did not match the proposed roadway elevation.

A mailbox turnout was added at the request of a property owner to match the existing mailbox access they had along the original roadway near Station 124+00 (left). This will overrun the existing Item 530-6008 Turnouts (ACP).

A pedestrian curb ramp was added to accommodate future construction on the south end of the project at Station 14+00 (left) that ties into the existing sidewalk. New Item 531-6004 Curb Ramp (TY I) is being added to the contract.

Fencing and gates for property owners adjacent to the project were not included in the right of way agreements, so fencing and gates are being added to provide the same level of security the property owners had prior to the project. Fencing was added that matched the existing mesh fence instead of the 5-strand barbed wire fence. This change is documented in new Items 552-6004 Wire Fencing (TY-D) and Item 552-6006 Gates (TY 2).

Plan Sheet 51 represented the cave to be located at a depth of approximately 6 to 8 feet below natural ground. The Contractor did not find the cave at this depth, so they brought in larger equipment that found the cave at a depth of 10 to 12 feet. Item 999-WC02 compensates the Contractor for bringing in different equipment for the investigation that was more capable of excavating to the required depth.

The Contractor cut the ditch on the south end of the project along the roadway according to the information shown on plan sheet 61A. During construction of the ditch it was determined that the ditch could not be constructed to drain within the right of way along (ROW) existing CR 176 near Station 42+00. Item 999-WC03 compensates the contractor for time and equipment necessary to realign the ditch to provide proper drainage within the ROW.

The driveway at CR 176 Station 15+25 was constructed per plan. Residents who use the driveway requested that the driveway radii be widened to accommodate long trailers. Widening the driveway radii will prevent maintenance issues in the future. Item 999-WC04 compensates the contractor for time and materials to widen the driveway radii at CR 176.

The proposed area inlet located at Station 101+00 (right) was not constructed due to issues with obtaining an easement for the construction of the outfall north of RM 2243. Water draining from the project accumulated at the inlet location, making it necessary to be pumped. Item 999-WCO5 is a new item that compensates the contractor for time and equipment to pump the water from this location to prevent ponding that could saturate and compromise the pavement structure.

Additional milling and planing were necessary because TxDOT overlaid RM 2243 within the project limits after the Contractor had constructed flexible base for the proposed roadway widening. It was cheaper to mill off the TxDOT overlay than it was to raise the grade of the widening and adjacent tie-in to CR 176.

Concrete pipe and safety end treatments were added to the driveway at Station 15+25 to provide drainage when water ponding was observed adjacent to the driveway. The installation of the pipe eliminated standing water south of the driveway.

The following is a list of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
104-6017	CONCRETE REMOVAL (DRIVEWAY)	1.0	LS
531-6004	CURB RAMP (TY 1)	1.0	EA
552-6004	WIRE FENCING (TY-D)	1,140	LF
552-6006	GATES (TY 2)	3.0	EA
999-WC02	CAVE INVESTIGATION COST	1.0	LS
999-WC03	DITCH REALIGNMENT COST	1.0	LS
999-WC04	WIDEN DRIVEWAY RADII	1.0	LS
999-WC05	WATER PUMPING	60	HR

This Change Order results in an increase of \$63,776.63 to the Contract amount, for an adjusted Contract total of \$2,720,206.30. The original Contract amount was \$2,447,560.00. As a result of this Change Order, \$272,646.30 has been added to the Contract, resulting in an 11.1% increase in the Contract cost. No additional days will be added to the Contract as a result of this Change Order.

HNTB Corporation

James Klotz, P.E.

JOE BLAND CONSTRUCTION, L.P.

13111 Dessau Road, Austin, Texas 78754

512-821-2808 Phone

512-821-2805 Fax

DAILY STATEMENT OF FORCE ACCOUNT WORK

			Date of Work:	9/18-9/19	
Project	1901-28			Subcontractor	
Hwy	-	at RM 2243		General Contractor	Joe Bland Construction, L.P.
County	Williams	on		HNTB Inspector	Patrick De Los Santos
Type of W	V ork	Trenching per		s where cave was to be lo	cated. Cave was not located where the

STATEMENT OF EQUIPMENT

TYPE	MAKE AND MODEL	YEAR	EQUIPMENT NUMBER (OR RENTAL VENDOR)	HOURS USED	RATE	AMOUNT
Trencher	Tesmec			24	\$ 315.38	\$ 7,569.12
Loader	caterpillar			20	\$ 73.37	\$ 1,467.40
						\$ -
						\$ _
						\$ -
						\$ _
						\$) -
11111						\$ -
						\$ -

Subtotal or Total \$ 9,036.52 15% Compensation \$ 1,355.48

Equipment Total \$ 10,392.00

STATEMENT OF LABOR

NAME		HOU	RS		RA	TE	Λ.Ν.	MOUNT
	CLASS.	REG	ОТ	F	REG	OT	AIN	IOONI
Leopaldo Barcenas	0	16.0	8.0	\$	21.50	32.25	\$	602.00
Marco A Granados	0	10.0		\$	20.00		\$	200.00
							\$	-
							\$	-
			12-2				\$	-
							\$	-
							\$	-
							\$	-
							\$	-
							\$	-

 Subtotal or Total
 \$ 802.00

 55% Labor Burden
 \$ 441.10

 25% Compensation
 \$ 200.50

Labor Total \$ 1,443.60

STATEMENT OF MATERIAL (DELIVERED)

DESCRIPTION	QUANTITY	U/M	PRICE	AM	OUNT
				\$	-
				\$	-
				\$	-
				\$	-
			Subtotal or Total	\$	-
			25% Compensation	\$	_
			Material Total	\$	-

SUBTOTAL \$ 11,835.60

1% BOND \$ 118.36 TOTAL AMOUNT DUE: \$ 11,953.95

PRP494 DATE 11/05/2019

Joe Bland Construction, LP 13111 Dessau Road
Austin TX 78754 10 000

PAGE

TIME 16:56

							Austin 512-821-	Austin TX 512-821-2808 FED ID#		78754 74-2780284	284						1	
PAGE	1 OF PA	PAYROLL NO.					KRTIFIE	CERTIFIED PAYROLL REPORT	L REPORT	L					WEEK ENDING		09/22/2019	
Job	843 CJ	CR 176 AT RM 2243	5											WAGE	WAGE DECISION NO.		00000	
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German	German Figueroa	Super	Supervisor M 2	00.	00.	00.	8.00	00.	00-	00.	8.00 ST 50.000	00	00.	092719	146.70	00.	2000.00	40.00
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N 6055	SECTION FLORES		Survey M 2	00.	00.	10.00		00.	00.	.00		00	00.	092719	94.82	00.	1239.50	58.00
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Leopal	Leopaldo Barcenas	1440 Trnc	1440 Trnch Milvy M 2	00		12.00	4.00	00.	00.	.00	16.00 ST 21.500	00	00.	092719	134.76	00.	1763.00	68.00
Buda at	Seu niliside Jerrace	TEC TENCH MNNY	n Mavy	00.	00.	00	8.00	00.	00		8.00 OV 32.250	20	00.	00.	157.30	00.	297.51	40.00
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Marco	Marco A Granados	1369 Frnt	M 2	10.00					00.		40.00 ST 20.000	00	00.	092719	101.50	00	1340.00	58.00
Pander T	cerrail Ave	TA 1369 Frmt Endid	EndLd	00.	00.	00.	00.	10.00	8.00	.00	18.00 OV 30.000	00	00.	00.	142.86	00.	266.60	40.00
78641	XXX-XX-318	03		5 6									00.	00.	00.	22.24	1073.40	18.00
													00.	1340.00	00.	00.	000298029	00.
Jose F	Jose P Grullon	1606 Trk-IndnAx M	ThdnAx M 2	00.	00.	00.	7.75	00.	00.	. 00	ST	00	00.	092719	98.12	00	1344.26	60.50
Jarrell	door sale	TX IBUS TEK-T	IndnAx	00.	00.	00.	2.75	00.	00.		2.75 OV 28.500	00	.00	00.	80.42	00.	412.13	40.00
76537	XXX-XXC-538	0.4		00.									00.	00	00.	233.59	932.13	20.50
													2	0.00	00.	00.	000297931	00.
1408	Jens Con Shadow	1390 Merkinegrd	rvi EC	10.00				00.	00-			00	.00	092719	99.62	00.	1302.31	50.00
Del Valle		TX XI	DISCHE	8	00.	00.	00.	10.00	00.	.00	10.00 OV 33.000	00	00.	92.31	173.03	00.	459.91	40.00
78617	XXX-XX-1052	01											00.	00.	00.		842.40	10.00
-	2												00.	1302.31	00.	00.	000297964	00.
SON E	SOR E Howard Lane	1405 Kirsir Pro	Z.	0 0				00.			40.00 ST 18.000	00	00,	092719	75.53	00.	990.00	50.00
Austin	XI		YF EFO	00	00.	00.	00.	10.00	00.	.00	10.00 OV 27.000	00	00.	00.	44.99	00.	371.28	40.00
78753	XXX-XXX-772	0.4											00.	00.	8.		618.72	10.00
				1									00.	880.00	00.	00	000298030	00.



www.equipmentwatch.com

All prices shown in US dollars (\$)

Rental Rate Blue Book®

November 5, 2019

Tesmec TRS 1300 (disc. 2009) Crawler Mounted Chain Trenchers

Size Class: 131 HP & Over Weight: 155000 HP



Configuration for TRS 1300 (disc. 2009)

Net Horsepower Trench Depth 505.0 hp 96.0 in Power Mode Trench Width Diesel 26.0 in

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

		Ownership	Costs		Estimated Operating Costs	FHWA Rate**
Published Rates Adjustments	Monthly USD \$33,160.00	Weekly USD \$9,285.00	Daily USD \$2,320.00	Hourly USD \$350.00	Hourly USD \$144.68	Hourly USD \$333,09
Region (Texas: 90.6%) Model Year (2009: 100%)	(USD \$3,117.04)	(USD \$872.79)	(USD \$218.08)	(USD \$32.90)		
Adjusted Hourly Ownership Cost (100%)	•		*			
Hourly Operating Cost (100	9%)					
Total:	USD \$30,042.96	USD \$8,412.21	USD \$2,101.92	USD \$317.10	USD \$144.68	USD \$315,38

Non-Active Use Rates	Hourly
Standby Rate	USD \$78.52
Idling Rate	USD \$232.56

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	31%	USD \$10.279,60/mg
Overhaul (ownership)	53%	USD \$17,574.80/mo
CFC (ownership)	7%	USD \$2.321.20/mo
Indirect (ownership)	8%	USD \$2 652.80/mo
Fuel (operating) @ USD 3.07	43%	USD \$61.86/hr

Revised Date: 2nd half 2019

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for STEVE PACK (stevepack@joeblandconstruction.com)



www.equipmentwatch.com

All prices shown in US dollars (\$)

Rental Rate Blue Book®

November 5, 2019

Caterpillar 950 GC 4-Wd Articulated Wheel Loaders

Size Class: 225 - 249 HP Weight: HP



Configuration for 950 GC

Bucket Capacity - Heaped Operator Protection 5.8 cu yd ROPS/FOPS

Net Horsepower Power Mode 202 hp Diesel

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

		Ownership	Costs		Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Dally	Hourly	Hourly	Hourly
Published Rates	USD \$6,920.00	USD \$1,940.00	USD \$485.00	USD \$73.00	USD \$38.42	USD \$77.74
Adjustments					777 700.12	000 \$17.74
Region (Texas: 88.9%)	(USD \$768.12)	(USD \$215.34)	(USD \$53.83)	(USD \$8.10)		- 1
Model Year (2019: 100%)		-	•			
Adjusted Hourly Ownership Cost (100%)						
Hourly Operating Cost (100	2%)					İ
Total:	USD \$6,151.88	USD \$1,724.66	USD \$431.17	USD \$64.90	USD \$38.42	USD \$73.37

Non-Active Use Rates	Hourly
Standby Rate	USD \$22.02
Idling Rate	USD \$54.92

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	41%	USD \$2.837.20/mo
Overhaul (ownership)	37%	USD \$2,560,40/mg
CFC (ownership)	12%	USD \$830,40/mo
Indirect (ownership)	10%	USD \$692 00/mo
Fuel (operating) @ USD 3.07	52%	USD \$19 97/hr

Revised Date: 2nd half 2019

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print, Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for STEVE PACK (stevepack@joeblandconstruction.com)

Clayton Weber

From:

Andrew Batten <abatten@joeblandconstruction.com>

Sent:

Wednesday, April 1, 2020 1:48 PM

To:

Clayton Weber

Cc:

Eddie R. Church; Patrick De Los Santos; 62811_1901-285_CR176@RM2243; German

Figueroa

Subject:

RE: CR 176 CO #2

Clayton,

Please see below requested pricing.

999-WC030

Ditch Realignment and grading- \$3,600 (This included blade, loader, and survey time. German said this took a 1 day of work)

- Mailbox turnout for lee- You said we have pay item for this so I did not price. We will just add quantity in contract.
- Widening Driveway- \$1,825 (This included a couple hours of work, blade, loader, survey time)
- Curb Ramp- \$1,900
- Water pumping- \$92/HR (We have been pumping with 2-2" pumps and 1-3" pump, with 2 laborers. German told me we have pumped for 30hrs so far to date)

Please let me know if anything looks out of line and need to provide further clarification.

THANKS,

ANDREW BATTEN

PROJECT MANAGER OFFICE: 512.821.2808 CELL: 512.579.9221



13111 DESSAU ROAD AUSTIN, TEXAS 78754 512-821-2808

From: Clayton Weber <cweber@HNTB.com> Sent: Tuesday, March 31, 2020 9:32 AM

To: Andrew Batten <abatten@joeblandconstruction.com>

Cc: Eddie R. Church <erchurch@HNTB.com>; Patrick De Los Santos <pdelossantos@HNTB.com>; 62811_1901-

285_CR176@RM2243 <61272 CR176?RM2243@HNTB.com>

Subject: CR 176 CO #2

I am processing Change Order #2 which will include payment for:

Concrete driveway removal - \$3185.94

Fencing - \$13.77 /LF

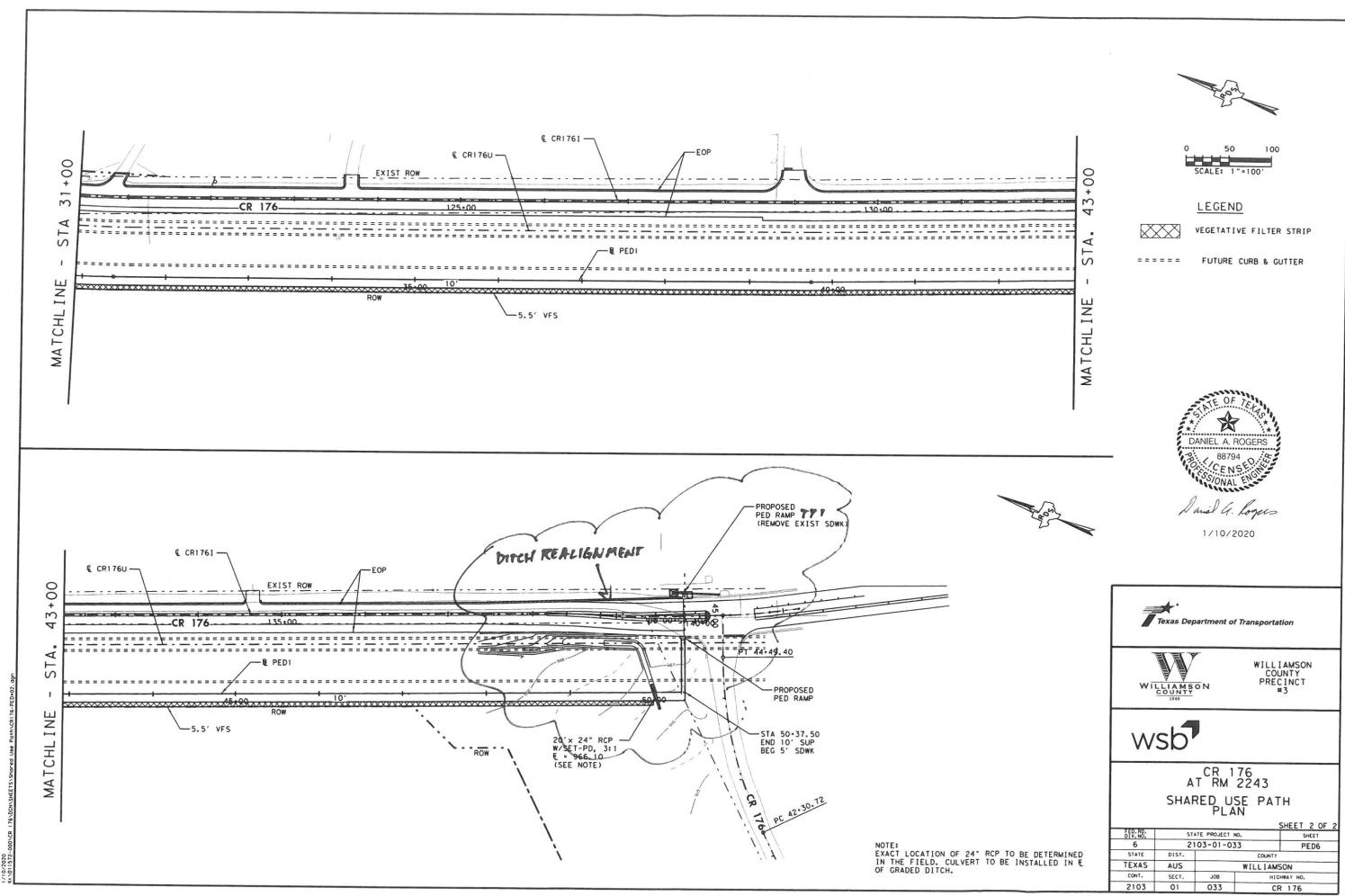
Gates - \$1404.50/Ea
Cave investigation - \$11,953.95 LS
Ditch realignment and grading - need pricing
Mailbox turnout for Lee - need pricing
Widening driveway radii - need pricing
Curb Ramp - TY X, 1.00 EACH - Need pricing
Water pumping

Clayton K. Weber, Construction Manager
Tel (512-527-6718 Cell (512) 539-9342 Email cweber@hntb.com
HNTB CORPORATION
CELEBRATING 25th OFFICE ANNIVERSARY IN AUSTIN
AND MORE THAN 100 YEARS IN THE REGION
101 E. Old Settlers Blvd, Ste 100 | Round Rock, Texas 78664 | hntb.com

105 YEARS OF INFRASTRUCTURE SOLUTIONS

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SPLTDRVSS 2:14:58 PM

Meeting Date: 06/16/2020

Corridor H (Sam Bass Rd) KFA Contract Amendment No. 3

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

76.

Agenda Item

Discuss, consider and take appropriate action on a Contract Amendment No. 3 to the Corridor H (Sam Bass Road) contract between Williamson County and K Friese + Associates, Inc. relating to the LTP Corridor Program. Project: P462. Fund Source: Corridor.

Background

This item amends the Corridor H (Sam Bass Road) contract compensation cap by \$150,000.00 increasing it from \$1,910,000.00 to \$2,060,000.00. The additional funds will allow for the execution of Supplemental #2 to Work Authorization #2 (PS&E) to add the design of three interim traffic signals and additional left turn lane at FM 1431 on Sam Bass Road.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CorridorH(SamBass)-KFA-ContractAmendment3 CorridorH(SamBass)-KFA-WA2Supp2

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 06/11/2020 11:12 AM

Form Started By: Marie Walters Started On: 06/11/2020 09:27 AM

Final Approval Date: 06/11/2020

CONTRACT AMENDMENT NO. 3 TO WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT: CORRIDOR H – SAM BASS ROAD ("Project")

THIS CONTRACT AMENDMENT NO. <u>3</u> 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 <u>K FRIESE + ASSOCIATES</u>, <u>INC.</u> (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 March 13, 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 \$1,910,000.00; 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 \$1,910,000.00 to \$2,060,000.00.

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:	COUNTY:
By: Comb. Os	By:Signature
Thomas M. Owens, P.E.	Bill Gravell, Jr.
Printed Name	Printed Name
Executive Vice President	County Judge
Title	Title
10 JUN ZO	
Date	Date
	MAN .
	06/10/202

SUPPLEMENTAL WORK AUTHORIZATION NO. 2 TO WORK AUTHORIZATION NO. 2

WILLIAMSON COUNTY LONG RANGE TRANSPORTATION CORRIDOR PROJECT: <u>CORRIDOR H – SAM BASS ROAD</u>

This Supplemental Work Authorization No. 2 to Work Authorization No. 2 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated March 13, 2017 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and K FRIESE + ASSOCIATES, INC. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 2 dated effective February 19, 2019 (the "Work Authorization");

WHEREAS, pursuant to Article 14 of the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

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

AGREEMENT

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

- I. The Services to be Provided by the Engineer that were set out in the original Attachment "B" of the Work Authorization are hereby amended, changed and modified as shown in the attached revised Attachment "B" (must be attached).
- II. The maximum amount payable for services under the Work Authorization is hereby increased from \$707,469.62 to \$808,585.03. The revised Fee Schedule is attached hereto as Attachment "D" (must be attached).

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

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

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

ENGINEER:	COUNTY:
By: Signature	By:Signature
THOMAS M. OWENS Printed Name	Bill Gravell, Jr. Printed Name
EXECUTIVE VICE TRESIDENT Title	County Judge Title
10 JUN ZO Date	Date
LIST OF ATTACHMENTS	
Attachment B - Services to be Provided by Engine	er 06/10/2020
Attachment C - Work Schedule	E

Attachment D - Fee Schedule

ATTACHMENT B SERVICES TO BE PROVIDED BY THE ENGINEER DESIGN SERVICES FOR TRANSPORTATION CORRIDOR H – SAM BASS ROAD

PROJECT DESCRIPTION

This Supplemental Work Authorization adds the following items to the previously contracted scope of work.

Existing Facility

The project encompasses Sam Bass Road from FM 1431 to Wyoming Springs Drive. The existing facility is a two-lane roadway from FM 1431 to Tonkawa Trail and widens to four lanes from Tonkawa Trail to Wyoming Springs Drive. The existing right-of-way is variable width along the corridor. There is an existing traffic signal at FM 1431 and at Wyoming Springs Drive. The intersection of Sam Bass Road and Great Oaks Drive is four-way stop controlled. The intersection of Sam Bass Road and Walsh Ranch Blvd is two-way stop controlled.

Proposed Facility

New signals will be designed at Great Oaks Dr. and Walsh Ranch Blvd. Signal modifications will be proposed at RM 1431. The signal designs as part of this scope include new temporary design. The existing roadway cross section will be used for purposes of this scope. Design of re-striping for an additional left turn lane for northbound Sam Bass Road at FM 1431, using the existing pavement is also included.

Design Criteria

This project will utilize Williamson County Design Criteria and will incorporate Texas Department of Transportation Standard Details and Specifications except where superceded by County details or specifications.

1. PS&E PLAN PREPARATION

- a. Plans shall be prepared per Williamson County criteria including applicable submittal requirements including: cost estimate, checklists, hardcopies, CAD files, comment responses, design waivers/exceptions, general notes, quantities, updated design schedule, and construction time determination.
- b. SIGNING, MARKINGS, & SIGNALIZATION
 - Prepare traffic signal plan sheets for new signals at Great Oaks Blvd and Walsh Ranch Dr and signal modifications at RM 1431. The plan sheets shall show the existing traffic control that will remain, installation of additional traffic controls, illumination (only on signal poles), elevation sheets, phase sequence diagrams and quantities.
 - Utilize TxDOT standard detail sheets for construction details including poles, detectors, pull box, conduit layout, and controller foundation. Utilize TxDOT specifications and provisions required for traffic signal.

• Coordinate with GEC in identifying power sources.

c. TRAFFIC CONTROL

 Traffic control plans will be prepared for up to two construction phases per intersection.

d. PROJECT MANUAL

 A project manual consultant form will be completed to assist the GEC with preparation of the Project Manual.

2. BIDDING PHASE SERVICES

a. BIDDING PHASE SERVICES:

- Respond to bidder's questions related to the traffic signals during the bid period.
- Prepare addenda during the bid period. (2 assumed)
- Prepare bid tabulation and recommendation of award letter.

DELIVERABLES

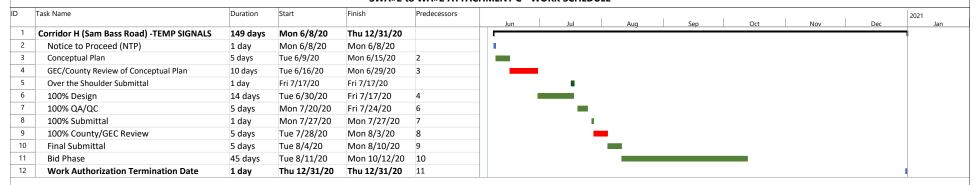
- Conceptual Plan Layout
- Over the Shoulder Review
- 100% PS&E Submittal
- Final PS&E Submittal

ASSUMPTIONS

- It is assumed that traffic signal warrant studies are not required at any intersection, as they were previously prepared.
- It is assumed that traffic count and traffic operations analysis are not required.
- Pedestrian accommodations for this phase will only include provisions for existing pedestrian conditions.
- Utility coordination and relocation will not be required.

• ROW acquisition will not be required.

WILLIAMSON COUNTY TRANSPORTATION CORRIDOR H SWA#2 to WA#2 ATTACHMENT C - WORK SCHEDULE



TASK	KFA	WSP	Т	otal Labor Cost
1. PROJECT MANAGEMENT				
a. PROJECT MANAGEMENT	\$ 1,620.00	\$ 3,782.44	\$	5,402.44
2. PS&E PLAN PREPARATION				
b. SIGNING, PAVEMENT MARKING, AND SIGNALIZATION	\$ 7,265.00	\$ 69,828.18	\$	77,093.18
c. TRAFFIC CONTROL PLAN SHEETS	\$ 990.00	\$ 10,205.49	\$	11,195.49
d. PROJECT MANUAL	\$ 1,320.00	\$ -	\$	1,320.00
3. BID PHASE SERVICES				
a. RESPOND TO BIDDER QUESTIONS	\$ 660.00	\$ 2,940.80	\$	3,600.80
b. ADDENDA	\$ 660.00	\$ -	\$	660.00
c. BID TABULATION AND RECOMMENDATION OF AWARD	\$ 1,460.00	\$ -	\$	1,460.00
LABOR COST:	\$ 13,975.00	\$ 86,756.91	\$	100,731.91
TOTAL DIRECT EXPENSES COST:	\$ 112.00	\$ 271.50	\$	383.50
TOTAL PROJECT COST:	\$ 14,087.00	\$ 87,028.41	\$	101,115.41

TASK Hourly Rate: K Friese & Associates, Inc.	SHEETS/ UNITS	Principal \$ 250.00	Sr. Roadway Engineer \$230.00	QA/QC Engineer \$190.00	Sr. Drainage Engineer \$187.50	Sr. Project Manager \$165.00 Hours	Project Engineer \$125.00	Engineer in Training \$100.00	CADD Technician \$90.00	Admin. \$75.00	Sub Total Hours	Hr/Unit	A Labor Cost
1. PROJECT MANAGEMENT													
a. PROJECT MANAGEMENT						8				4	12		\$ 1,620.00
2. PS&E PLAN PREPARATION													
b. SIGNING, PAVEMENT MARKING, AND SIGNALIZATION													\$ -
COVER SHEET	1					2		4			6		\$ 730.00
SHEET INDEX	1					1		2			3		\$ 365.00
GENERAL NOTES	5					2		4			6		\$ 730.00
SUMMARY OF QUANTITIES	1					4		8			12		\$ 1,460.00
TRAFFIC SIGNAL SHEETS	18					8		12			20		\$ 2,520.00
STANDARD DETAILS	30					4		8			12		\$ 1,460.00
c. TRAFFIC CONTROL PLAN SHEETS						6					6		\$ 990.00
d. PROJECT MANUAL						8					8		\$ 1,320.00
3. BID PHASE SERVICES													
a. RESPOND TO BIDDER QUESTIONS						4					4		\$ 660.00
b. ADDENDA	2					4					4	2.0	\$ 660.00
c. BID TABULATION AND RECOMMENDATION OF AWARD						4		8			12		\$ 1,460.00
TOTAL NUMBER OF SHEETS:											Column '	Total = 105	
HOURS:						55		46		4		otal = 105	
LABOR COST:		\$ -	s -	\$ -	S -	\$ 9,075	s -	\$ 4,600	s -	\$ 300	Ī		\$ 13,975.00
						52.4%		43.8%		3.8%			\$ 13,975.00
•	,											l.	
DIRECT EXPENSES:											Ī		
	Travel:												
	Mileage				200	miles			\$ 0.56	\$112.00			
	_												
	Copies:												
	Reproductio	n				copies			\$ 0.20				
	Media (myla					sheets							
	Misc Expen	ses:											
	· ·							1		I	I		
	Express deli	very				each		1	\$ 25.00	I	I		
TOTAL DIRECT COST:			-	•		-				\$ 112			
												T	
TOTAL PROJECT COST:	l									\$	14,087.00	l	

PROPERT MANAGEMENT	TASK Hourly	SHEET: UNITS Rate:	Charge	Project Manager \$185.32	Engineer	Sr Supervising Traff Engr. \$220.83	f. Lead Traffic Engineer \$146.77 Hours	Sr. CADD Tech \$118.70	Project Engineer \$112.73	EIT \$102.77	Project Accountant \$97.80	Sub Total Hours	Hr/Unit	WSP Labor Cost
EPSET PLAN PREPARATION S. SCHING, PAYMENT MARKING, AND SKINALIZATION	1. PROJECT MANAGEMENT				1		1		T				1	
D. SENING, PAYEMENT MARKING, AND SIGNALIZATION				4		12					4	20		\$ 3,782.44
COVERSIDET 1				1	1			1						
SIEFT NOEM		т 1												-
GINDRALNOTIES 5				-										
SUMMARY OF QUANTITIES 1														-
TRAFFE SONAL SHEETS 18														
C. TRAFFIC CONTROL PLAN SHEETS				6		30	120	160		248		564		
C. TRAFFIC CONTROL PLAN SHETS						50	120	100		2.10		301		
BID PHASE SERVICES						3	12	24		48		87		\$ 10,205,49
B S S S S S S S S S														
B. ADDENDA		_												
C. BID TABULATION AND RECOMMENDATION OF AWARD	a. RESPOND TO BIDDER QUESTIONS					8	8					16		\$ 2,940.80
TOTAL NUMBER OF SHEETS 10 S3 140 184 296 4		2												S -
HOURS: 10 53 140 184 296 4	c. BID TABULATION AND RECOMMENDATION OF AWARD													\$ -
LABOR COST: S - S 1,853 S - S 11,704 S 20,548 S 21,841 S - S 30,420 S 391 S 86,756.91	TOTAL NUMBER OF SHI	ETS:										Column Total = 687		
DIRECT EXPENSES:	но	URS:		10		53	140	184		296	4	Row Total = 687		
DIRECT EXPENSES:	LAROR	OST:	s -	\$ 1.853	· ·	S 11 704	\$ 20 548	\$ 21.841	s -	\$ 30 420	\$ 391			\$ 86.756.91
DIRECT EXPENSES: Unit Cost/Unit	I.Ibon (051.	-		, ,									
Travel:	·	į.		1.376		7.770	20.476	20.070	1	45.176	0.070	<u>II</u>		3 00,730.71
	DIRECT EXPE	ISES:	Mileage Courier Services Photocopies B/W Photocopies B/W Photocopies Colo Plots (B/W on Be Plots (Color on E CDs	each / each / each or each or square foot each	0.54: \$60.00 \$0.15 \$0.30 \$0.75 \$3.00 \$3.50 \$4.00					20 20 250	2		\$120.00 \$3.00 \$75.00 \$15.00	
	TOTAL DIRECT O	OST:											S 272	ĺ
TOTAL PROJECT COST: S 87.028.41								1				I.		
	TOTAL PROJECT CO	DST:										S	87,028,41	

Commissioners Court - Regular Session

Meeting Date: 06/16/2020 SH 29 Real Estate Contract

Submitted For: Charlie Crossfield Submitted By: Charlie Crossfield, Road

Bond

77.

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Real Estate Contract with The CCD Liberty Parke LLC for Right of Way needed on the future SH 29 project. Funding Source: Road Bonds P457

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Liberty Parke Contract

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 06/11/2020 11:19 AM

Form Started By: Charlie Crossfield Started On: 06/11/2020 11:13 AM

Final Approval Date: 06/11/2020

REAL ESTATE CONTRACT

Liberty Hill Bypass Corridor Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by CCD LIBERTY PARKE LLC, a Delaware limited liability company (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(s) of land described as follows:

<u>Tract 1:</u> All of that certain 4.355 acre tract of land out of the John B. Robinson Survey, Abstract No. 521, Williamson County, Texas, being all of Lot 15, Block A, and being a portion of Lot 16, Block A, both of Liberty Parke Phase 4, a subdivision recorded in Document No. 2019116786 of the Official Public Records of Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein; and

<u>Tract 2:</u> All of that certain 0.549 acre tract of land out of the John B. Robinson Survey, Abstract No. 521, Williamson County, Texas, being all of Lot 84, Block C of Liberty Parke Phase 4, a subdivision recorded in Document No. 2019116786 of the Official Public Records of Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein;

<u>Tract 3:</u> All of that certain 0.314 acre tract of land out of the John B. Robinson Survey, Abstract No. 521, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "C", attached hereto and incorporated herein

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 Exhibits "A-C" 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. Notwithstanding anything to the contrary in this Contract, Purchaser recognizes, stipulates, and agrees that the Property does not include, and Seller specifically retains, all rights related to (i) any reimbursable amounts, deposits, credits, and the like from any districts, including the Liberty Park PID (as hereinafter defined), City, or County or the like, and to (ii) oil, gas, or other minerals in, on or under the Property, all of which are expressly reserved by Seller or third parties; provided, however, that in the deed conveying the Property to

Purchaser, Seller shall waive all rights to use the surface of the Property pursuant to the waiver clause contained in the form of deed attached hereto as Exhibit "D".

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property and any improvements on the Property shall be the sum of EIGHT HUNDRED THOUSAND EIGHT HUNDRED SIXTY-ONE and 00/100 Dollars (\$800,861.00).

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

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 received no written notices of violations of any applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;
- shall refer only to the current, actual knowledge of Jennifer Cowan ("Seller's Knowledge Individual"). There shall be no personal liability on the part of Seller's Knowledge Individual arising out of any representations or warranties made herein. If prior to Closing date, Seller learns or believes that any of the foregoing representations or warranties cannot be remade or may not be able to be remade as of the Closing Date, it shall notify Purchaser within five (5) days of learning of such facts. Seller's inability to remake the above representations and warranties as of the Closing Date shall not be deemed an event of default by Seller, but the Purchaser may elect in writing within ten (10) business days of Seller's notice, to terminate this Contract, and the parties shall have no further rights or obligations under the Contract other than those that, by terms of this Contract, survive termination. If Purchaser does not so elect, Seller's representations and warranties shall be modified accordingly and this Contract shall remain in full force and effect, subject to all other terms and conditions hereof.
- (4) All representations and warranties shall survive for a period of one (1) year following Closing, after which one-year period the representations and warranties shall terminate automatically.

ARTICLE V CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before July 15, 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 that certain Commitment for Title Insurance GF No. 2010430-KFO issued by Title Resources Guaranty Company with an effective date of March 11, 2020 (the "Title Commitment") or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing and Prior to Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Special Warranty Deed (the "Deed") conveying good and indefeasible title to Williamson County, Texas in fee simple to all of

the Property described in Exhibits "A-C", 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) All matters of record except any listed in Schedule C to the Title Commitment.; and
- (c) Any exceptions approved by Purchaser in writing.
- (2) The Deed shall be in the form as shown in Exhibit "D" attached hereto and incorporated herein.
- (3) Provide reasonable assistance as requested to cause Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the purchase price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions of record 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, at Purchaser's expense;
 - (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable;
 - (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"; and
 - (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 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, but shall

otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance 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 any endorsements requested by Purchaser and survey to be paid by Purchaser.
 - (2) Recordation fees for the 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 respectively.
 - (5) Seller and Purchaser shall be responsible for one-half of the Title Company's escrow and/or settlement fees, if any.

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 as its sole and exclusive remedy, either: (1) enforce specific performance of this Contract by filing such action within thirty (30) days of the alleged default; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser, in which event the parties shall be released herefrom and have no further rights, obligations, or responsibilities hereunder, save and except as to such provisions which survive termination of this Contract.

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 duly given if (a) personally delivered, (b) sent by reputable commercial overnight delivery service, (c) sent by United States mail, postage prepaid, certified mail, return receipt requested, or (d) sent electronically with the original delivered in accordance with (a), (b), or (c) above, 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.

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.

Purchase of Future Right of Way

8.12 Purchaser acknowledges that it is an entity which possesses the power of condemnation, and that the Property has been identified for proposed future SH29 right of way on the current CAMPO Long Range Transportation Plan and the current Williamson County Transportation Plan.

Notice of Liberty Parke Public Improvement District

8.13 Purchaser acknowledges that the Property is located within the "Liberty Parke Public Improvement District" (as amended, modified, or supplemented, the "Liberty Parke PID") and acknowledges receipt of the PID Notice attached hereto as Exhibit E prior to execution of this Contract. Purchaser agrees to execute a PID Notice at Closing. If any portion of the Property is determined to be residential real property, Purchaser may be obligated to pay an assessment to the City of Liberty Hill, Texas, for an improvement project undertaken by a public improvement district under Subchapter A, Chapter 372, Texas Local Government Code.

Rollback Taxes

8.14 NOTICE REGARDING POSSIBLE LIABILITY FOR ADDITIONAL TAXES. If for the current ad valorem tax year the taxable value of the Property that is the subject of this Contract is determined by a special appraisal method that allows for appraisal of the land at less than its market value, the person to whom the land is transferred may not be allowed to qualify the land for that special appraisal in a subsequent year and the land may then be appraised at its full market value. In addition, the transfer of the land or a subsequent change in the use of the land may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change in use of the land. The taxable value of the land and the applicable method of appraisal for the current tax year is public information and may be obtained from the tax appraisal district established for the county in which the land is located.

Brokerage

8.16 Seller warrants to Purchaser and Purchaser warrants to Seller that the warranting party has not dealt with any real estate broker, agent or finder in connection with this transaction, and that no right to or claim for commission or other compensation has been created by the warranting party's actions with respect to this Contract. Seller and Purchaser shall to the extent allowed by law indemnify, hold harmless, and defend each other against all loss, liability or expense, including reasonable actual attorneys' fees and litigation costs, incurred by the other to the extent Seller or Purchaser, as applicable, is shown to be in breach of the foregoing warranties. This Section shall survive Closing or the termination of this Contract.

Assignment of Contract.

8.17 This Contract may only be assigned by Purchaser to an entity which possesses the power of eminent domain without Seller's written consent (in Seller's sole discretion).

Dispute Resolution

8.18 In the event of a dispute or claim under this Contract, the parties submit to the exclusive jurisdiction of the state and federal courts located in Williamson County, Texas. In addition to any other relief to which it may be entitled, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred in regard to such dispute or claim.

Access

8.19 During the time this Contract remains in effect, Purchaser and Purchaser's agents and representatives shall have the right, upon at least twenty-four (24) hours' advance notice to Seller (which notice may be sent by email) to access the Property to perform inspections, studies, or

assessments of the Property. Purchaser shall use its commercially reasonable efforts to minimize damage to the Property and shall cause the Property to be reasonably restored to substantially the condition existing immediately prior to entry thereon by Purchaser, its agents and contractors if the Closing does not occur (which obligation shall survive the termination of this Contract). In connection with the exercise of such right of access, to the extent allowed by law Purchaser agrees to defend and indemnify and hold harmless Seller from all claims, liens, actions, costs, damages, liabilities, or costs (including, without limitation, reasonable attorneys' fees and in the event of litigation between the parties) arising or resulting from injury or loss of life to person(s) in, on, or about the property and/or damage to any personal property in, on, or about the property caused by the activities of Purchaser, Purchaser's agents or its contractors or consultants on the property prior to the Closing.

[signature pages follow]

SELLER:

CCD LIBERTY PARKE LLC,

a Delaware limited liability company

By: HC Austin Liberty Parke LLC, a Delaware limited liability company, as Manager

By: HC Austin LLC, a Delaware limited

liability company, as Manager

Name: Jennifer L. Cowan
Its: Authorized Agent
Date: June 3, 2020

With copies to:

Watson Law Group, PLLC Attn: Monty Watson an

4925 Greenville Ave., Suite 604

Dallas, TX 75206 Phone: (214) 810-5914

Email: monty@mmwatson.com

Crown Community Development

Attn: Jennifer Cowan 1751 A West Diehl Road Naperville, Illinois 60563 Telephone: (630) 851-5490

Email: jcowan@crown-chicago.com

and

Gould & Ratner, LLP Attn: John H. Mays

222 North LaSalle Street, Suite 300

Chicago, Illinois 60601 Telephone: (312) 899-1618 Facsimile: (312) 236-3241 Email: jmays@gouldratner.com Address:

Crown Community Development

1751 A West Diehl Road Naperville, Illinois 60563

Attn: Theresa Frankiewicz

Email: tfrankiewicz@crown-chicago.com

PURCHASER:	
WILLIAMSON COUNTY, TEXAS	
By: Bill Gravell, Jr County Judge	Address: 710 Main Street, Suite 101 Georgetown, Texas 78626
Email: Date:	

EXHIBIT "A"

FIELD NOTES

BEING ALL OF THAT CERTAIN 4.355 ACRE TRACT OF LAND OUT OF THE JOHN B. ROBINSON SURVEY, ABSTRACT NUMBER 521, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING MORE FULLY DESCRIBED AS ALL OF LOT 15, BLOCK A AND BEING A PORTION OF LOT 16, BLOCK A, BOTH OF LIBERTY PARKE SUBDIVISION PHASE 4, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2019116786 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 4.355 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a capped $\frac{1}{2}$ " iron rod found stamped "WALKER 5283", being the northwestern corner of said Lot 15, same being a northeastern corner of a called 12.228 acre tract, and being also a point on a southwestern boundary line of Lot 6C, Block B of Liberty Meadows, a subdivision recorded in Cabinet Y, Slide 208 of the Plat Records of Williamson County, Texas (P.R.W.C.TX.), for the northernmost corner and the **POINT OF BEGINNING** of the herein described tract,

THENCE, with the common boundary line of said Lot 15, said Liberty Meadows, and a called 0.123 acre tract of land conveyed to Williamson County, Texas in Document Number 2010004995 (O.P.R.W.C.TX.), the following two (2) courses and distances, numbered 1 and 2,

- 1. S65°33'37"E, a distance of 57.34 feet to a capped ½" iron rod found stamped "WALKER 5283", and
- 2. S66°55′25″E, a distance of 611.21 feet to a capped ½″ iron rod found stamped "CBD SETSTONE", at a point of curvature, for a curve to the left, being the northeastern corner of said Lot 15 and being also a northwestern corner of Liberty Meadows Drive (70′ R.O.W.), for the easternmost corner of the herein described tract.

THENCE, with the common boundary line of said Lot 15, said Lot 16 and said Liberty Meadows Drive, with said curve to the left, having a radius of 532.50 feet, an arc length of 173.01 feet, and whose chord bears \$12°23'01"W, a distance of 172.25 feet to a capped ½" iron rod found stamped "CBD SETSTONE", being a southeastern corner of said Lot 16, same being a point on a western right-of-way line of said Liberty Meadows Drive, and being also a northeastern corner of Lot 1, Block A of said Liberty Parke Subdivision Phase 4,

THENCE, with the common boundary line of said Lot 16 and Lot 1 through Lot 8, Block A of said Liberty Park Subdivision Phase 4, the following two (2) courses and distances, numbered 1 and 2,

- 1. \$79°49'26"W, a distance of 295.70 feet to a capped ½" iron rod found stamped "CBD SETSTONE", and
- 2. S67°25′55″W, a distance of 139.80 feet to a capped ½″ iron rod found stamped "CBD SETSTONE", being a southern corner of said Lot 16 and being also a northwestern corner of said Lot 8,

THENCE, crossing said Lot 16, S79°49′26″W, a distance of 60.00 feet to a capped ½″ iron rod set stamped "CBD SETSTONE", being a point on a southwestern boundary line of said Lot 16 and being also a point on northeastern boundary line of said 12.228 acre tract, for the southernmost corner of the herein described tract,

THENCE, with the common boundary line of said Lot 16, said Lot 15 and said 12.228 acre tract, N10°10′34″W, a distance of 556.79 feet to the **POINT OF BEGINNING** and containing 4.355 acres of land.

Surveyed by:

AARON V. THOMASON, R.P.L.S. NO. 6214

Carlson, Brigance & Doering, Inc.

5501 West William Cannon

Austin, TX 78749

Ph: 512-280-5160

Fax: 512-280-5165

aaron@cbdeng.com

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203)

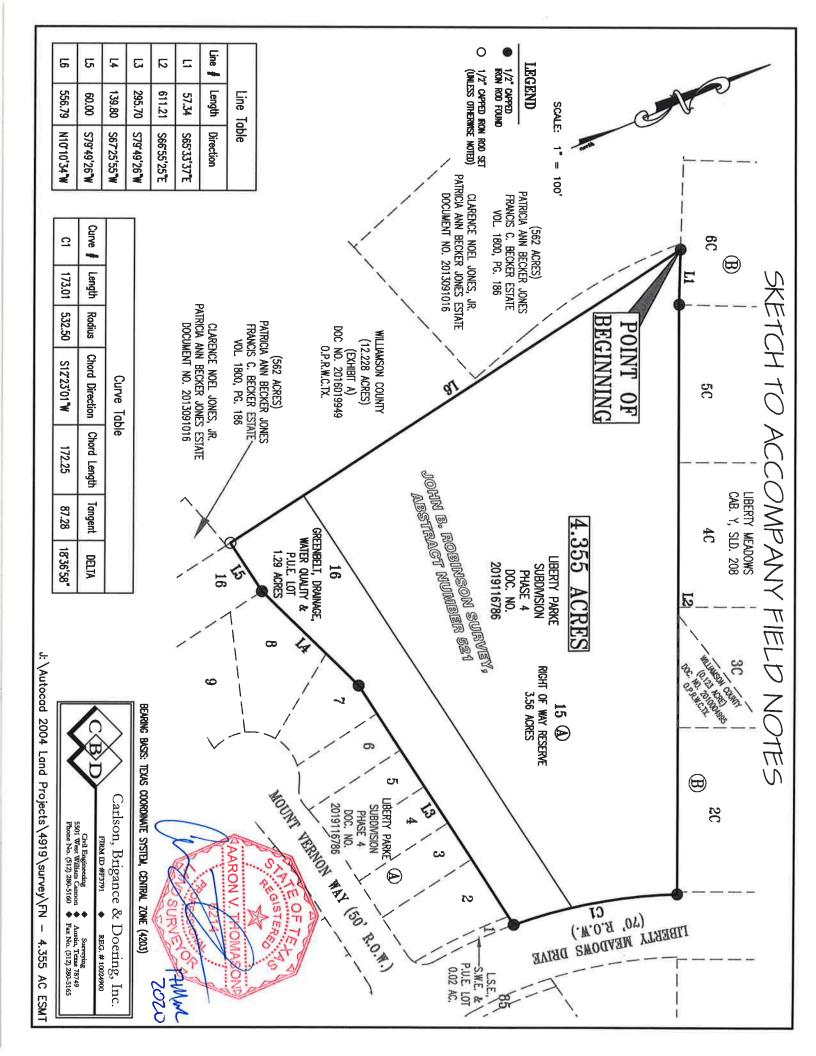


EXHIBIT "B"

FIELD NOTES

BEING ALL OF THAT CERTAIN 0.549 ACRE (23,898 SQUARE FEET) TRACT OF LAND OUT OF THE JOHN B. ROBINSON SURVEY, ABSTRACT NUMBER 521, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING MORE FULLY DESCRIBED AS ALL OF LOT 84, BLOCK C OF LIBERTY PARKE SUBDIVISION PHASE 4, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2019116786 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (0.P.R.W.C.TX.), SAID 0.549 ACRE (23,898 SQUARE FEET) TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a capped ½" iron rod found stamped "CBD SETSTONE", at a point of curvature, for a curve to the right, being a southwestern corner of said Lot 84, same being a northwestern corner of Lot 85, Block C of said Liberty Parke Subdivision Phase 4, and being also a point on an eastern right-of-way line of Liberty Meadows Drive (70' R.O.W.), for the westernmost corner and the **POINT OF BEGINNING** of the herein described tract,

THENCE, with the common boundary line of said Lot 84 and said Liberty Meadows Drive, with said curve to the right, having a radius of 467.50 feet, an arc length of 133.40 feet, and whose chord bears N13°19′28″E, a distance of 132.95 feet to a capped ½" iron rod found stamped "CBD SETSTONE", being a northeastern corner of said Liberty Meadows Drive and being also a northwestern corner of said Lot 84,

THENCE, with the common boundary line of said Lot 84, a called 2.297 acre tract of land conveyed to Williamson County, Texas in Document Number 2009076617 (O.P.R.W.C.TX.), and a called 2.8665 acre tract of land conveyed to CCD Liberty Parke LLC, in Document Number 2015068701 (O.P.R.W.C.TX.), S66°55′25″E, a distance of 496.12 feet to a capped ½" iron rod found stamped "CBD SETSTONE", being a northeastern corner of said Lot 84, same being a point on an eastern boundary line of said 2.8665 acre tract and being also a point on a western boundary line of Lot 1, Branigan Subdivision, a subdivision recorded in Cabinet DD, Slide 32 of the Plat Records of Williamson County, Texas (P.R.W.C.TX.),

THENCE, with the common boundary line of said Lot 84 and said Lot 1, S20°52′49″E, a distance of 30.64 feet to a capped ½″ iron rod found stamped "CBD SETSTONE", being an eastern corner of said Lot 84, same being a point on a western boundary line of said Lot 1, same being a northwestern corner of Lot 10, Block C, and being also a northeastern corner of Lot 9, Block C, both of said Liberty Parke Subdivision Phase 4, for the easternmost corner of the herein described tract,

THENCE, with the common boundary line of said Lot 84, and Lot 9 through Lot 1 and Lot 85, Block C of said Liberty Parke Subdivision Phase 4, the following seven (7) courses and distances, numbered 1 through 7,

- 1. N67°16'38"W, a distance of 182.76 feet to a capped ½" iron rod found stamped "CBD SETSTONE".
- 2. N68°44'09"W, a distance of 56.74 feet to a capped ½" iron rod found stamped "CBD SETSTONE",
- 3. N76°12′52"W, a distance of 56.74 feet to a capped ½" iron rod found stamped "CBD SETSTONE",
- 4. N84°48′10"W, a distance of 56.68 feet to a capped ½" iron rod found stamped "CBD SETSTONE",
- 5. S88°07'14"W, a distance of 56.55 feet to a capped ½" iron rod found stamped "CBD SETSTONE",
- 6. S86°36′54"W, a distance of 52.67 feet to a capped ½" iron rod found stamped "CBD SETSTONE", and

7. S78°43′05″W, a distance of 56.98 feet to the **POINT OF BEGINNING** and containing 0.549 acres (23,898 Square Feet) of land.

17Wm 202 (

Surveyed by:

AARON V. THOMASON, R.P.L.S. NO. 6214

Carlson, Brigance & Doering, Inc.

5501 West William Cannon

Austin, TX 78749

Ph: 512-280-5160

Fax: 512-280-5165

aaron@cbdeng.com

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203)

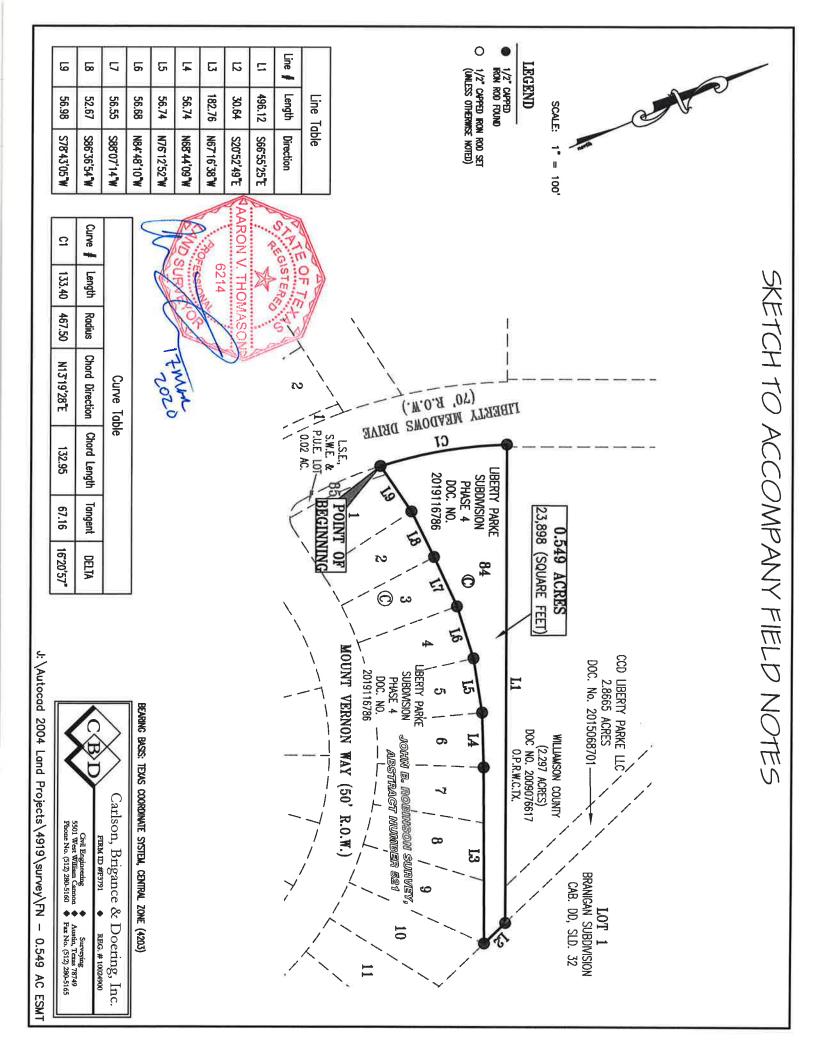


EXHIBIT C

FIELD NOTES

BEING ALL OF THAT CERTAIN 0.314 ACRE (13,698 SQUARE FEET) TRACT OF LAND OUT OF THE J.B. ROBINSON SURVEY, ABSTRACT NUMBER 521, SITUATED IN WILLIAMSON COUNTY, TEXAS, SAID TRACT OF LAND BEING OUT OF AND A PART OF A CALLED 2.8665 ACRE TRACT OF LAND, DESCRIBED AS TRACT 2A AND CONVEYED TO CCD LIBERTY PARKE, LLC. IN DOCUMENT NUMBER 2015068701, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 0.314 ACRE (13,698 SQUARE FEET) TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod found at a western corner of said 2.8665 acre tract, being at the northernmost corner of Lot 9, Block C and the easternmost corner of Lot 8, Block C, Liberty Parke, Phase 4, recorded in Document Number 2019116786 (O.P.R.W.C.TX.), same being at the southernmost corner of Lot 1C, Block A, of Liberty Meadows Subdivision, a subdivision recorded in Cabinet Y, Pages 208 – 209 of the Plat Records of Williamson County, Texas (P.R.W.C.TX.), for the southwest corner and the **POINT OF BEGINNING** of the herein described tract,

THENCE, N20°59'44"W, with the common boundary line of said 2.8665 acre tract and said Liberty Meadows Subdivision, a distance of 487.77 feet to a calculated point at the northernmost corner of said 2.8665 acre tract, being at a northeastern corner of said Lot 1C, Block A, same being at a point on a southern right-of-way line of State Highway 29 (120' R.O.W.), for the northwest corner of the herein described tract,

THENCE, S66°54′20″E, with the common boundary of said 2.8665 acre tract and said State Highway 29, a distance of 39.70 feet to a calculated point at a northern corner of said 2.8665 acre tract, being at a point on a southern right-of-way line of said State Highway 29, same being also the northernmost corner of Lot 1, of Branigan Subdivision, a subdivision recorded in Cabinet DD, Slide 32 (P.R.W.C.TX.), for the northeast corner of the herein described tract of land,

THENCE, S20°53′17″E, with common boundary of said 2.8665 acre tract, said Lot 1, a distance of 486.92 feet to a 1/2 inch iron rod found at the northeast corner of said Lot 9, Block C, for the southeast corner of the herein described tract of land,

THENCE, N66°55′25″W, over and across said 2.8665 acre tract and with a northern line of said Lot 9, Block C, a distance of 38.48 feet to the **POINT OF BEGINNING** and containing 0.314 acre (13,698 Square Feet) of land.

Prepared by:

AARON V. THOMASON, R.P.L.S. NO. 6214

Carlson, Brigance and Doering, Inc.

5501 West William Cannon

Austin, TX 78749

Ph: 512-280-5160

Fax: 512-280-5165

aaron@cbdeng.com.

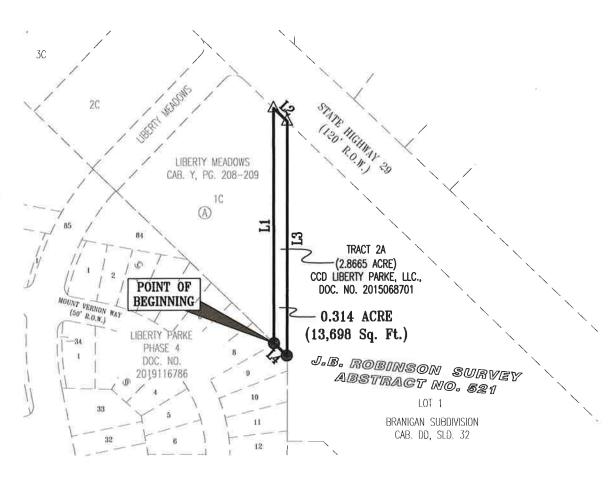
BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203)

SKETCH TO ACCOMPANY FIELD NOTES



LEGEND

- IRON ROD FOUND
- △ CALCULATED POINT
- 38 LOT NUMBER
- BLOCK



Line Table						
Line #	Length	Direction				
L1	487.77	N20'59'44"W				
L2	39.70	S66°54'20"E				
L3	486.92	S20°53'37"E				
L4	38.48	N66°55'25"W				



BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203)



 $PATH: - J: AC2004LP \setminus 4919 \setminus SURVEY \setminus FN - 0.314 \ ACRES.dwg$

EXHIBIT D Special Warranty Deed

Upon recording, please ret	turn to:	

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

SPECIAL WARRANTY DEED

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

THAT CCD LIBERTY PARKE, LLC, a Delaware limited liability company ("Grantor"), for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid and caused to be paid to Grantor by WILLIAMSON COUNTY, TEXAS ("Grantee"), whose mailing address is 710 Main Street, Suite 101, Georgetown, Texas 78626, the receipt and sufficiency of which consideration are hereby acknowledged and confessed by Grantor, has GRANTED, BARGAINED, SOLD, and CONVEYED, and by these presents does GRANT, BARGAIN, SELL, and CONVEY, unto Grantee, certain real property described on Exhibits A-C attached hereto and made a part hereof for all purposes, together with any improvements thereon and any and all appurtenances, rights and privileges directly benefiting, directly belonging or directly pertaining to such real property, including entitlements, permits, licenses, consents and other approvals granted by any governmental or quasi-governmental authority solely relating to such property (collectively, the "Subject Property").

This Special Warranty Deed (this "<u>Deed</u>") is expressly made subject to the conditions, restrictions, reservations and easements of record affecting all or any part of the Subject Property (collectively, the "<u>Permitted Exceptions</u>").

TO HAVE AND TO HOLD the Subject Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, Grantee's heirs, successors, and assigns, forever; and Grantor does hereby bind Grantor, Grantor's heirs, successors, and legal representatives, except for the Permitted Exceptions, to WARRANT and FOREVER DEFEND all and singular the Subject Property unto Grantee, Grantee's heirs, successors, and assigns, against

every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

GRANTEE, BY ACCEPTANCE OF THIS DEED, ACKNOWLEDGES THAT IT HAS INSPECTED AND ASSESSED THE SUBJECT PROPERTY AND HAS SATISFIED ITSELF AS TO THE CONDITION OF SAME AND THAT IT ACCEPTS THE SUBJECT PROPERTY "AS IS" AND "WHERE IS" AND WITH ALL FAULTS, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESSED, IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WITHOUT IMPLIED WARRANTY AS TO HABITABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR ANY PURPOSE, SAVE AND EXCEPT THE **WARRANTIES** OF **TITLE** CONTAINED **HEREIN** AND THE **EXPRESS** REPRESENTATIONS AND WARRANTIES CONTAINED WITHIN THE REAL ESTATE SALES CONTRACT. WITHOUT LIMITATION TO THE FOREGOING, GRANTEE, ON BEHALF OF ITSELF AND ITS LEGAL REPRESENTATIVES, HEIRS, SUCCESSORS AND ASSIGNS, UNCONDITIONALLY WAIVES ANY AND ALL CLAIMS AGAINST GRANTOR ARISING FROM THE PRESENCE OR ALLEGED PRESENCE OF HAZARDOUS SUBSTANCES IN, ON, UNDER OR ABOUT THE SUBJECT PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY CLAIM FOR CONTRIBUTION OR INDEMNIFICATION ARISING UNDER ANY ENVIRONMENTAL LAWS, COMMON LAW OR OTHERWISE. IT IS THE INTENTION OF GRANTOR AND GRANTEE THAT THE WAIVER CONTAINED HEREIN APPLY TO ALL CLAIMS DESCRIBED HEREIN, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS THAT ARISE IN WHOLE OR IN PART AS A RESULT OF GRANTOR'S SOLE OR CONCURRENT NEGLIGENCE, OR THE SOLE OR CONCURRENT NEGLIGENCE OF GRANTOR'S AGENTS, EMPLOYEES AND CONTRACTORS.

Grantor hereby retains and reserves, for Grantor and its successors and assigns forever, all of the oil, gas or other minerals in, on or under the Subject Property ("Minerals"); provided, however, Grantor waives and releases, on behalf of Grantor and Grantor's successors and assigns, all rights of ingress and egress and all other rights of every kind and character whatsoever to enter upon or to use the surface of the Subject Property or any part thereof for any reason, including, without limitation, the right to enter upon the surface of the Subject Property for purposes of exploring for, developing, drilling, and/or producing the Minerals in and under, and that may be produced from, the Subject Property, or any other purpose incident thereto (with the foregoing being Grantor's "Surface Waiver" for the Subject Property); provided further, however, nothing herein shall prevent Grantor or its successors and assigns from exploring for, developing, and/or producing the Minerals in and under the Subject Property by pooling or by directional drilling, which enters or bottoms at least 500 feet under the surface of the Subject Property, from well sites located on other property so long as such production activities for the Minerals do not impair the lateral or subjecent support of the surface of the Subject Property.

Grantor warrants payment of all ad valorem taxes on the Subject Property through the date of transfer. Such taxes for the current year have been prorated as of the date of delivery hereof and adjusted in cash, and Grantee assumes and agrees to pay such ad valorem taxes due after the date of transfer in full, prior to the time the same become delinquent.

[signature page follows]

EXECUTED to be effective the	_ day of, 2020.
GRA	NTOR:
	LIBERTY PARKE LLC, aware limited liability company
	By: HC Austin Liberty Parke LLC, a Delaware limited liability company, as Manager
	By: HC Austin LLC, a Delaware limited liability company, as Manager
	By: Name: Title:
STATE OFCOUNTY OF	<pre>} }</pre>
	vledged before me on the day of2020, by of HC Austin LLC, a Delaware limited liability
company, as Manager of HC Austin	n Liberty Parke LLC, a Delaware limited liability company, as LLC, a Delaware limited liability company, on behalf of said
FC 11	Notary Public, State of
[Seal]	My commission

expires:_____

Exhibits A -C to Special Warranty Deed Description of Real Property

(descriptions to be attached)

EXHIBIT E

NOTICE OF OBLIGATION TO PAY PUBLIC IMPROVEMENT DISTRICT ASSESSMENT

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

NOTICE OF OBLIGATION TO PAY PUBLIC IMPROVEMENT DISTRICT ASSESSMENT TO

THE LIBERTY PARKE PUBLIC IMPROVEMENT DISTRICT ESTABLISHED BY THE CITY OF LIBERTY HILL, TEXAS CONCERNING THE PROPERTY DESCRIBED ON EXHIBIT "A", EXHIBIT "B" AND EXHIBIT "C"

STATE OF TEXAS §

§ KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF WILLIAMSON §

As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Subchapter A, Chapter 372, Local Government Code, or Chapter 382, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment.

The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.

[Signature Pages Follow]

Date: _____

<u>SELLER</u>: CCD LIBERTY PARKE LLC,

a Delaware limited liability company

By: HC Austin Liberty Parke LLC, a Delaware limited liability company, as Manager

lity company, as Manager
_

EXHIBITS A-C LEGAL DESCRIPTION OF THE PROPERTY [TO BE ATTACHED]

Commissioners Court - Regular Session

Meeting Date: 06/16/2020

County Road 200 Real Estate Contract

Submitted For: Charlie Crossfield Submitted By: Charlie Crossfield, Road

Bond

78.

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Real estate contract with Ashley P. Vaughan and Noelle D. Vaughan for Right of Way need on County Road 200, (Parcel 21) Funding Source: Road Bonds P285

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Vaughan Real Estate Contract

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 06/11/2020 11:25 AM

Form Started By: Charlie Crossfield Started On: 06/11/2020 11:18 AM

Final Approval Date: 06/11/2020

REAL ESTATE CONTRACT CR 200 Right of Way—Parcel 21

THIS REAL ESTATE CONTRACT ("Contract") is made by ASHLEY P. VAUGHAN AND NOELLE D. VAUGHAN (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

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

All of that certain 0.150-acre (6,544 square feet) tract of land situated in the Richard West Survey, Abstract 643 in Williamson County, Texas and being out of a called 1.800-acre tract conveyed to ASHLEY P. VAUGHAN AND NOELLE D. VAUGHAN, husband and wife, by deed recorded in Document No. 2014079944 of the Official Public Records of Williamson County, Texas (O.P.R.W.C.); said 0.150-acres being more particularly described by metes and bounds and accompanying sketch in Exhibit "A," attached hereto and incorporated herein (Parcel 21);

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

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements on the Property, and any damage to and/or cost to cure for the remaining property of Seller shall be the sum of THIRTY-SIX THOUSAND and 00/100 Dollars (\$36,000.00).

Payment of Purchase Price

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

ARTICLE III PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

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.

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 June 12, 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;
 - (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"; and
 - (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; and
 - (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.

SELLER:	
ASHLE P. VAUGHAN By: Name: Ashley law han Date: 5/28/2020	Address: 850 CR 200 LH, Tx 78642
NOELLE D. VAUGHAN By: MULL D. Vanghan Name: Noelle D. Vanghan Date: 52820	Address: 850 COVNTY RD 200 UBERTY HILL, TX 78647
PURCHASER:	
WILLIAMSON COUNTY, TEXAS	
By: Bill Gravell, Jr. County Judge	Address: 710 Main Street, Suite 101 Georgetown, Texas 78626

Date: _____

Commissioners Court - Regular Session

Meeting Date: 06/16/2020

EMS Coronavirus Testing

Submitted For: Bill Gravell Submitted By: Hal Hawes, County

Judge

79.

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Professional Services Agreement between Williamson County and Baylor Scott & White Health for Coronavirus Disease (COVID-19) Testing for Williamson County Emergency Medical Services Personnel.

Background

This agreement will provide expedited testing results (within 24-36 hours) to Williamson County EMS Personnel.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PSA COVID-19 EMS Testing

Final Approval Date: 06/11/2020

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 06/11/2020 08:36 AM

Form Started By: Hal Hawes Started On: 06/10/2020 05:33 PM



PROFESSIONAL SERVICES AGREEMENT FOR CORONAVIRUS DISEASE (COVID-19) TESTING FOR WILLIAMSON COUNTY EMERGENCY MEDICAL SERVICES PERSONNEL

This Professional Services Agreement ("Agreement") is entered into between Williamson County, Texas, ("County"), and Baylor Scott & White Health ("Provider"), for the purpose of providing medical testing services for the Coronavirus Disease (COVID-19) for Williamson County Emergency Medical Services personnel, which the Williamson County Commissioners Court finds to be a professional service that serves a public purpose and serves the public welfare of the citizens of Williamson County.

I. GENERAL SCOPE OF AGREEMENT

- **A. Service.** Provider shall provide medical services through its qualified medical professionals for expedited Coronavirus Disease (COVID-19) testing of Williamson County Emergency Medical Services personnel pursuant to the terms set out herein.
- **B.** Locations. Provider agrees to provide the testing services at Provider's facilities located at 425 University Blvd., Round Rock, Texas 78665 and other locations as directed by Provider's point of contact ("Facilities"). Timing of testing will be coordinated with the Williamson County Emergency Medical Services personnel by the parties' points of contact.
- **C. Tests to be Used.** Provider shall use the COVID-19 reverse transcriptase polymerase chain reaction (RT-PCR) nasal swab (CPT Code U0003).
- **D. Standard.** All services by Provider shall be performed according to the regularly accepted standards of medical care in the State of Texas. Provider will be under no obligation to provide any inpatient care, hospitalization, or other medical services which are beyond performance of testing Williamson County Emergency Medical Services personnel for the Coronavirus Disease (COVID-19).

- **E. Results and Data**. Provider shall inform the affected personnel of the results of each test performed within 24-36 hours from administering each test.
- **F. Notices and Communications.** Following execution of this Agreement, each party will set up points of contact within each organization for scheduling, data exchange and other logistics as deemed necessary and exchange such information.
- G. Not Billing Insurance. The parties acknowledge and agree that County is providing the testing to its Emergency Medical Services employees as a benefit and will be paying Provider directly for the testing services provided under this Agreement. Except as otherwise set out herein, Provider will not bill the insurance provider of the Williamson County Emergency Medical Services employees for such services. Provider may bill the insurance provider for any inpatient care, hospitalization, or other medical services which are provided to such employees beyond the performance of testing.

II. TERM

This Agreement shall become effective as of the date of the last party's execution below ("Effective Date") and continue for one (1) year thereafter, unless terminated earlier as set out herein. The parties acknowledge and agree that Provider performed tests for the Coronavirus Disease (COVID-19) on Williamson County Emergency Medical Services personnel beginning May 18, 2020 and County shall pay Provider for such tests prior to the Effective Date in accordance with the terms of this Agreement. The parties hereto agree this Agreement may be extended, by mutual agreement, in writing following the expiration of the above stated term.

III. COSTS AND PAYMENT TERMS

- **A.** Costs. County shall pay Provider \$100 per test provided pursuant to the terms of this Agreement. The total amount to be paid by County under this Agreement shall not exceed \$50,000.00 in a particular County fiscal year (October 1st to September 30th). In the event the said not-to-exceed amount of \$50,000.00 in a particular County fiscal year is exceeded, provider may bill the individual employee's insurance provider for any testing.
- **B.** Payment Terms. County's payment for costs incurred hereunder shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall submitted to the Williamson County Auditor, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626 and shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of the invoice. Interest charges for any late payments shall be paid by 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 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. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify Provider of the discrepancy. Following County's notification of any discrepancy as to an invoice, Provider must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

IV. RIGHT TO AUDIT

Subject to and in accordance with HIPAA regulations, Provider agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Provider which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Provider agrees that County shall have access during normal working hours to all necessary Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. County shall give Provider reasonable advance notice of intended audits. In no circumstances will Provider be required to create or maintain documents not kept in the ordinary course of Provider's business operations, nor will Provider be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

V. AGENCY-INDEPENDENT CONTRACTOR

Neither the County nor any employee thereof is an agent of Provider and neither Provider nor any employee thereof is an agent of the County. This agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege, or other amenities of employment by the other party.

VI. INSURANCE

Provider agrees to maintain professional liability insurance and general liability coverage, at its own expense, for the entire period in which claims could arise for services performed under this Agreement, in amounts that Provider deems necessary. In no event shall either party be responsible for punitive damages other than with respect to claims of third parties, or any consequential, incidental, or special damages (including lost profits or revenue) of the other party.

VII. ASSIGNMENT; SUCCESSORS AND ASSIGNS

Neither party may assign, in whole or in part, any interest it may have in this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

VIII. THIRD PARTY BENEFICIARY EXCLUDED

No person not a party to this Agreement may bring a cause of action pursuant to this Agreement as a third-party beneficiary. This Agreement may not be interpreted to waive the sovereign immunity of any party to this Agreement to the extent such party may have immunity under Texas law.

IX. FORCE MAJEURE

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

X. TERMINATION

This Agreement may be terminated, with or without cause, by either party by providing written notice to the other party at least ten (10) days prior to the intended date of termination.

XI. NOTICE

Any notice or other writing required by this Agreement shall be deemed given when personally delivered or mailed by certified or registered United States mail, postage prepaid, addressed as follows:

County: Williamson County Judge

Bill Gravell, Jr. (or successor)

710 Main Street

Suite 101

Georgetown, Texas 78626

Provider: Baylor Scott & White Health

c/o Jay Fox

300 University Blvd. Round Rock, TX 78665

Cc:

Baylor Scott and White Health Legal Department Attn: Michael Anderson 4005 Crutcher St., Suite 300 Dallas, Texas 75246

XII. 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.

XIII. VENUE AND GOVERNING LAW

Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. 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.

XIV. NO WAIVER OF IMMUNITIES

Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to 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.

XV. PATIENT INFORMATION; REGULATORY COMPLIANCE. HIPAA COMPLIANCE

- A. Records. Records will be maintained and managed by Provider for all tests performed by it. Each party will comply with all applicable laws and regulations related to the maintenance, uses and disclosures or protected health information, including without limitation the Health Insurance Portability and Accountability Act of 1996 and the regulations issued thereunder. Subject to full compliance with all laws and regulations relating to the use and disposition of protected health information, each party will have the right to use, reproduce, display, distribute, modify and disclose data generated from these tests for all purposes permitted or required by law, including for clinical research. The provisions of this section shall survive the termination of this Agreement.
- **B.** Regulatory Compliance. Each party agrees that the intent of this relationship is to parties intend to conduct this relationship in full compliance with all applicable laws and regulations, including, without limitation, the fraud and abuse provisions of 42 U.S.C. § 1320a-7 et seq., the physician self-referral prohibitions of 42 U.S.C. § 1395nn and HIPAA (defined below). Should either party reasonably conclude that any portion of this Agreement is or may be in violation of such requirements or subsequent enactments by federal, state or local authorities, the parties agree to negotiate written modifications to this Agreement as may be necessary to establish compliance with such authorities or to reflect applicable changes.
- C. HIPAA Compliance. Unless otherwise permitted by applicable law, each party to this Agreement shall not use or disclose certain confidential, proprietary, and nonpublic financial and other information concerning patients ("Protected Health Information") in violation of the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA" and The Health Information Technology for Economic and Clinical Health ("HITECH"), each as amended. Each party agrees to use their best efforts to comply with HIPAA and HITECH, including the implementation of all necessary safeguards to prevent such disclosure and the assurance that any subcontractors or agents to whom either party provided Protected Health Information agree to the same restrictions and conditions imposed on the parties hereto under HIPAA and HITECH.
- **D. Federal Exclusion.** Each party represents that neither that party nor any entity owning or controlling that party is excluded from any federal health care program including the Medicare/Medicaid program or from any state health care program. Each party further represents that it is eligible for Medicare/Medicaid participation. Each party agrees to disclose immediately any material federal, state, or local sanctions of any kind, imposed subsequent to the date of this Agreement, or any investigation which commences subsequent to the date of this Agreement, that would materially adversely impact the parties' obligations hereunder.

E. RESERVED

F. Access to Books and Records. If the services to be provided by Provider hereunder are subject to the disclosure requirements of 42 U.S.C. 1395x (v)(1)(I), Provider shall make available, upon written request of the Secretary of Health and Human Services, or upon request to the

Comptroller General, or any of their duly authorized representatives, a copy of this Agreement and the books, documents and records of Provider that are necessary to certify the nature and extent of the costs incurred under this Agreement for the period required by law. If Provider provides any services through a subcontract with a value or cost of \$10,000.00 or more over a twelve (12) month period, then, in addition, with respect to any applicable subcontract, such subcontract shall contain a clause to the effect that, should the subcontractor be deemed a related organization, for the period required by law, the subcontractor shall make available upon written request of the Secretary of Health and Human Services, or upon request to the Comptroller General, or any of their duly authorized representatives, a copy of the contract, and the books, documents and records of such third party that are necessary to verify the nature and extent of the costs incurred under this Agreement.

XVI. ENTIRE AGREEMENT

This Agreement represents the entire understanding of and between the parties and supersedes all prior representations and prior agreements between the parties. This Agreement may not be varied orally but must be amended by written document of subsequent date duly executed by these parties.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement on the date set forth above, to be effective as of the date of the last party's execution below.

Willia	amson County, To	exas		
	ravell, Jr. umson County Jud	ge	_	
Date:			2020	
Provi	der:			
Baylo	or Scott & White	Health		
Ву: _	Jy 124	:		
, –	Jay Fox President, Austin	n-Round Roo	ck Region	
Date:	June 10	,	2020	

County:

Commissioners Court - Regular Session

Meeting Date: 06/16/2020

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.
 - I) Discuss the acquisition of real property for Corridor H
 - m) Discuss the acquisition of real property for future SH 29 corridor.
 - 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.

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- 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

From/To Acct No. Description Amount	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 06/11/2020 11:26 AM

Form Started By: Charlie Crossfield Started On: 06/11/2020 11:21 AM

Final Approval Date: 06/11/2020

Commissioners Court - Regular Session

Meeting Date: 06/16/2020

Economic Development

Submitted For: Charlie Crossfield Submitted By: Charlie Crossfield, Road

Bond

82.

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
- k) Project Liberty

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Andrea Schiele 06/11/2020 11:26 AM

Form Started By: Charlie Crossfield Started On: 06/11/2020 11:23 AM

Final Approval Date: 06/11/2020