

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
August 25, 2020
9:30 A.M.

The Commissioners Court of Williamson County, Texas will meet in regular session in the Commissioners Courtroom, 710 Main Street, in Georgetown, Texas to consider the following items:

1. Review and approval of minutes.
2. Hear County Auditor concerning invoices, bills, Quick Check Report, wire transfers and electronic payments submitted for payment and take appropriate action including, but not limited to approval for payment provided said items are found by the County Auditor to be legal obligations of the county.
3. Public Comment Period. The Commissioners Court will conduct a Public Comment Period to allow members of the public to address the Court regarding matters pertaining to or affecting Williamson County but that do not appear as an Agenda Item on a meeting's Agenda. During such Public Comment Period, speakers shall be limited to a maximum of two (2) minutes to make his/her remarks and the maximum overall discussion time allowed for the Public Comment Period, regardless of the number of members of the public wishing to address the Court during such period, shall be limited to ten (10) minutes. Speaking time, to the extent possible, will be evenly allocated among speakers should more than five (5) speakers desire to speak during the Public Comment Period. Please note that the members of the Court may not comment at the meeting about matters that are not on the agenda.

CONSENT AGENDA

The Consent Agenda includes non-controversial and routine items that the Court may act on with one single vote. The Judge or a Commissioner may pull any item from the consent agenda in order that the court discuss and act upon it individually as part of the Regular Agenda.
(NONE)

REGULAR AGENDA

4. Discuss, consider and take any necessary action to approve order for funding interment by cremation of deceased (Eugenio Luis Villalon) who died in Precinct No. 1 of Williamson County, TX pursuant to Tex. Health & Safety Code §§ 711.002(e)(1) & (2).
5. Discuss, consider and take appropriate action regarding the engagement of the law firm of Bickerstaff Heath Delgado Acosta LLP to represent Williamson County in relation to Civil Action No. 1:20-CV-00842; SonWest Co. v. Everston, et al.; In the United States District Court for the Western District of Texas; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

6. Discuss, consider and take appropriate action regarding the engagement of the law firm of Germer PLLC to represent Williamson County in relation to Case No. 1:20-cv-00836; *Elizabeth Firey v. Williamson County*; In the United States District Court for the Western District of Texas, Austin Division; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).
7. Discuss, consider and take appropriate action authorizing the County Judge to execute an Access Agreement with Kevin and Martha Beiter for the Liberty Hill Bypass project. (Parcel 40)
8. 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.
9. Discuss, consider and take appropriate action on approving a \$2,900.00 purchase for items needed by the Strike Team to perform COVID testing.
10. 10:00 AM Hold Public Hearing on the 2020-2021 County Budget.
11. Discuss, consider and take appropriate action on the 2020-2021 General Fund Budget.
12. Discuss, consider and take appropriate action on the 2020-2021 Road and Bridge Fund Budget.
13. Discuss, consider and take appropriate action on the 2020-2021 Debt Service Fund Budget.
14. 10:15 a.m. Public Hearing on the proposed 2020 tax rate of 45.8719 cents per \$100 for Williamson County.
15. Discuss, consider and take appropriate action regarding the adoption of the 2020 tax rates for Williamson County General Fund and Williamson County Road and Bridge Fund.

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)."

16. 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 278
 - 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 CR 366.
 - i) Discuss the acquisition of real property for N. Mays.
 - j) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
 - k) Discuss the acquisition of real property for CR 111.
 - l) Discuss the acquisition of real property for Corridor H
 - m) Discuss the acquisition of 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.

- 17.** 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
- 18.** 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. David Bernhardt, et al., In the Western District Court, Western District of Texas, Austin Division.
 - f) Case No. 1:17-cv-00290, Rodney A. Hurdsman v. Williamson County Sheriff Deputies Gleason et al, In The United States District Court For The Western District of Texas – Austin Division.
 - g) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
 - h) Civil Action No. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.
 - i) Cause No. 18-0903-C425/Court of Appeals Number: 01-19-00025-CV; Dee Hobbs, Williamson County Attorney v. Bill Gravell, Jr., Williamson County Judge, and Terry Cook, Cynthia Long, Valerie Covey and Russ Boles, County Commissioners; In the 425th District Court of Williamson County, Texas
 - j) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
 - k) Valerie Adams - EEOC Charge No. 450-2018-03807
 - l) Civil Action No. 1:17-cv-01114-LY, Elizabeth Saucedo and Tettus Davis v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.

- m) Case No. 19-0466-CC1; Billy Baskett v. Williamson County Sheriff's Office et. al; In the County Court at Law No. 1 of Williamson County, Texas.
- n) 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
- o) D-1-GN-19-005511; Brian Johns v. Williamson County, Texas; In the 53rd Judicial District Court of Travis County, Texas
- p) 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.
- q) Claim of Regina Wright.
- r) 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.
- s) 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.
- t) 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.
- u) 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.
- v) Legal matters relating to Javier Ambler.
- w) Heather Vargas - Texas Workforce Commission/EEOC Charge.
- x) U.S. Department of Labor - Office of the Assistant Secretary for Veteran's Employment and Training Service Case # TX-2020-00017-20-G - Brooke Kronmiller.
- y) Case No. 1:20-CV-00842; SonWest Co. v. J. TERRON EVERSTON, in his official capacity as Williamson County Engineer, et al.; In the United States District Court for the Western District of Texas, Austin Division.
- z) Civil Action No. 1:20-cv-836; Heather Fiery v. Williamson County; In the United States District Court for the Western District of Texas Austin Division.
- aa) Civil Action No. 1:20-cv-836; Elizabeth Firey v. Williamson County, In The United States District Court for the Western District Of Texas Austin Division.
- bb) Cause No. 20-1213-C368; Michael Klier v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas.

- 19.** 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)

- 20.** Discuss and take appropriate action concerning economic development.
- 21.** Discuss and take appropriate action concerning real estate.

- 22.** 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. David Bernhardt, et al., In the Western District Court, Western District of Texas, Austin Division.
 - f) Case No. 1:17-cv-00290, Rodney A. Hurdsmen v. Williamson County Sheriff Deputies Gleason et al, In The United States District Court For The Western District of Texas – Austin Division.
 - g) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
 - h) Civil Action No. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.
 - i) Cause No. 18-0903-C425/Court of Appeals Number: 01-19-00025-CV; Dee Hobbs, Williamson County Attorney v. Bill Gravell, Jr., Williamson County Judge, and Terry Cook, Cynthia Long, Valerie Covey and Russ Boles, County Commissioners; In the 425th District Court of Williamson County, Texas
 - j) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
 - k) Valerie Adams - EEOC Charge No. 450-2018-03807
 - l) Civil Action No. 1:17-cv-01114-LY, Elizabeth Saucedo and Tettus Davis v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.
 - m) Case No. 19-0466-CC1; Billy Baskett v. Williamson County Sheriff's Office et. al; In the County Court at Law No. 1 of Williamson County, Texas.
 - n) 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
 - o) D-1-GN-19-005511; Brian Johns v. Williamson County, Texas; In the 53rd Judicial District Court of Travis County, Texas
 - p) 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.
 - q) Claim of Regina Wright.
 - r) 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.
 - s) 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.
 - t) 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.

u) 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.

v) Legal matters relating to Javier Ambler.

w) Heather Vargas - Texas Workforce Commission/EEOC Charge.

x) U.S. Department of Labor - Office of the Assistant Secretary for Veteran's Employment and Training Service Case # TX-2020-00017-20-G - Brooke Kronmiller.

y) Case No. 1:20-CV-00842; SonWest Co. v. J. TERRON EVERSTON, in his official capacity as Williamson County Engineer, et al.; In the United States District Court for the Western District of Texas, Austin Division.

z) Civil Action No. 1:20-cv-836; Heather Fiery v. Williamson County; In the United States District Court for the Western District of Texas Austin Division.

aa) Civil Action No. 1:20-cv-836; Elizabeth Firey v. Williamson County, In The United States District Court for the Western District Of Texas Austin Division.

bb) Cause No. 20-1213-C368; Michael Klier v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas.

- 23.** 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.

- 24.** 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 21st day of August 2020 at 5:00 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session**4.****Meeting Date:** 08/25/2020

Indigent/Abandoned Burial

Submitted For: Bill Gravell**Submitted By:** Melissa Goins, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take any necessary action to approve order for funding interment by cremation of deceased (Eugenio Luis Villalon) who died in Precinct No. 1 of Williamson County, TX pursuant to Tex. Health & Safety Code §§ 711.002(e)(1) & (2).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Order for Interment

Form Review**Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Melissa Goins

Final Approval Date: 08/17/2020

Reviewed By

Andrea Schiele

Date

08/17/2020 01:36 PM

Started On: 08/17/2020 10:59 AM

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

**ORDER OF COMMISSIONERS COURT
OF WILLIAMSON COUNTY, TEXAS
AUTHORIZING FUNDING FOR INTERMENT
OF DECEDENT’S REMAINS
(Eugenio Luis Villalon)**

Pursuant to the Laws and Rules of the State of Texas, the Texas Health & Safety Code, Chapter 711, Section 711.002(e), and the common law granting the County authority to regulate the public health and safety, the Commissioners Court of Williamson County finds that:

Eugenio Luis Villalon (SSN xxx-xx-1433) passed away on July 31, 2020 at the age of 77 in Justice of the Peace, Pct. 1 of Williamson County, Texas while admitted to Round Rock Medical Center, 2400 Round Rock Ave, Round Rock, 78664. The Justice of the Peace, Pct. 1 is the magistrate ordering interment and requesting funding for same as there are no persons who have come forward with legal standing to inter the remains.

The Court finds that there have been numerous attempts and investigation to obtain information regarding next of kin. However, all attempts to contact any known next of kin of the deceased’s family have failed to identify any responsive or known next of kin. Based on the lack of or the actions or failure to respond of next of kin, the deceased’s body has become abandoned and sufficient time has

passed for interment to move forward.

The Court further finds that the magistrate conducting the inquest shall inter the remains pursuant to Texas Health & Safety Code, Chapter 711, Section 711.002(e) and in this case the Justice of the Peace, Pct. 1 of Williamson County, Texas has signed the death certificate after an inquest and requested funding for an indigent burial for disposition of the deceased's body.

IT IS THEREFORE ORDERED THAT the deceased body shall be interred (*i.e.*, permanent disposition of remains by cremation, entombment, burial, or placement in a niche).

IT IS FURTHER ORDERED THAT Beck Funeral Home is granted authority to cremate the deceased.

Signed and entered this _____ day of August, 2020.

Hon. Bill Gravell
Williamson County Judge

Commissioners Court - Regular Session**5.****Meeting Date:** 08/25/2020

SonWest Engagement Heath

Submitted For: Bill Gravell**Submitted By:** Hal Hawes, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action regarding the engagement of the law firm of Bickerstaff Heath Delgado Acosta LLP to represent Williamson County in relation to Civil Action No. 1:20-CV-00842; SonWest Co. v. Everston, et al.; In the United States District Court for the Western District of Texas; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Engagement Letter - SonWest

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 08/18/2020

Reviewed By

Andrea Schiele

Date

08/18/2020 02:16 PM

Started On: 08/18/2020 10:44 AM

Bickerstaff Heath Delgado Acosta LLP

3711 S. MoPac Expy., Building 1, Suite 300, Austin, Texas 78746

ENGAGEMENT AGREEMENT

This agreement sets forth the standard terms of our engagement as your attorneys. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this agreement carefully and contact us promptly if you have any questions. Please retain this agreement in your file.

Identity of Client. We will be representing the interests of Williamson County.

Attorneys. Bickerstaff Heath Delgado Acosta LLP is engaged by you as your attorneys, and I, C. Robert Heath, will be the partner who will coordinate and supervise the services we perform on your behalf. We routinely delegate selected responsibilities to other persons in our Firm when, because of special expertise, time availability or other reasons, they are in a better position to carry them out. In addition, we will try, where feasible and appropriate, to delegate tasks to persons who can properly perform them at the least cost to you. I anticipate that most of the work on this matter will be performed by associate, Daniel Olds, and me.

The Scope of Our Work. You should have a clear understanding of the legal services we will provide. We will provide services related only to matters as to which we have been specifically engaged. Although in the future we may from time to time be employed on other matters, our present relationship is limited to representing the above-named client in the matters described in Exhibit A. We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed. We cannot guarantee the success of any given matter, but we will strive to represent your interests professionally and efficiently.

Fees for Legal Services. Our charges for professional services are customarily based on the time devoted to the matter, the novelty and difficulty of the questions presented, the requisite experience, reputation and skill required to deal with those questions, time limitations imposed by the circumstances, and the amount involved and the results obtained. Unless otherwise indicated in writing, our fees for legal services are determined on the basis of the hourly rates of the respective lawyers and other timekeepers who perform the services. These rates vary depending on the expertise and experience of the individual. We adjust these rates annually, increasing them to reflect experience, expertise, and current economic conditions. We will notify you in writing if this fee structure is modified. The initial agreed billing rates for attorneys and other timekeepers engaged on your work are attached as Exhibit B.

Other Charges. All out-of-pocket expenses (such as copying charges, travel expenses, messenger expenses, filing and other court costs, and the like) incurred by us in connection with our representation of you will be billed to you as a separate item on your statement. A description of the most common expenses is included as Exhibit C and agreed to as part of this agreement.

Billing Procedures and Terms of Payment. Our billing period begins on the 16th of the month and ends on the 15th of the following month. We will render periodic invoices to you for legal services and expenses. We usually mail these periodic invoices on or before the last day of the month following the latest date covered in the statement. Each invoice is due upon receipt, must be paid in U.S. Dollars, and is considered delinquent if not paid in full within 30 days of its stated date. Payment must be made to the Firm at 3711 S. MoPac Expressway, Building One, Suite 300, Austin, Texas, 78746. We will include all information reasonably requested by you on all invoices and will reference any purchase order number provided by you. Payment and interest, if any, will comply with the Prompt Payment Act (Texas Government Code Chapter 2251), if applicable, for any final invoices. If you have any question or disagreement about any invoice that we submit to you for payment, please contact me at your earliest convenience so that we can resolve any problems without delay. Typically, such questions or disagreements can be resolved to the satisfaction of both sides with little inconvenience or formality.

Termination of Services. You have the right at any time to terminate our employment upon written notice to us, and if you do we will immediately cease to render additional services. We reserve the right to discontinue work on pending matters or terminate our attorney-client relationship with you at any time that payment of your account becomes delinquent, subject to Court approval if necessary. In the event that you fail to follow our advice and counsel, or otherwise fail to cooperate reasonably with us, we reserve the right to withdraw from representing you upon short notice, regardless of the status of your matter. No termination, whether by you or by us, will relieve you of the obligation to pay fees and expenses incurred prior to such termination.

Retention of Documents. Although we generally attempt to retain for a reasonable time copies of most documents in the possession of this Firm related to the matter(s) described in Exhibit A, we are not obligated to do so indefinitely, and we hereby expressly disclaim any responsibility or liability for failure to do so. We generally attempt to furnish copies of all documents and significant correspondence to you at the time they are created or received, and you agree to retain all originals and copies of documents you desire among your own files for future reference. This document serves as notice to you that we will destroy such materials in accordance with the Firm's record retention policy, which may be amended from time to time and a copy of which will be provided at your request. It is our Firm's policy to destroy all copies, whether in paper or electronic form, of materials in connection with the representation seven (7) years after the completion of our work relating to this engagement or the completion of a particular project under this engagement, unless and to the extent an exception recognized in our document retention policy or other legal requirement applies to some or all of the subject materials and requires retention for a longer period of time. The Firm also reserves the discretion to retain its records of pertinent documents relating to its ongoing representation of a client, e.g. in a general counsel capacity. If you would like to obtain copies of materials in the Firm's possession related to this matter prior to the scheduled destruction of the materials, please notify the Firm. Because you will have been furnished with copies of all relevant materials contained in our files during the course of the active phase of our representation, if you later ask us to retrieve and deliver materials contained in a file that has been closed, you agree that we will be entitled to be paid a reasonable charge for the cost of retrieving the file, and identifying, reproducing, and delivering the requested materials to you.

Fee Estimates. We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Our attorneys do their best to estimate fees and expenses for particular matters when asked to do so. However, an estimate is just that, and the fees and expenses required are ultimately a function of many conditions over which we have little or no control, especially in litigation or negotiation situations where the extent of necessary legal services may depend to a significant degree upon the tactics of the opposition. Unless otherwise agreed in writing with respect to a specific matter, all estimates made by us will be subject to your agreement and understanding that such estimates do not constitute maximum or fixed-fee quotations and that the ultimate cost is frequently more or less than the amount estimated.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, United States of America, without giving effect to its choice of laws provisions. Venue of any case or controversy arising under or pursuant to this Agreement will be exclusively in Travis County, Texas, United States of America.

Standards of Professionalism and Attorney Complaint Information. Pursuant to rules promulgated by the Texas Supreme Court and the State Bar of Texas, we hereby advise you that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. Information on the grievance procedures is available from the State Bar of Texas, and any questions you have about the disciplinary process should be addressed to the Office of the General Counsel of the State Bar of Texas, which you may call toll free at 1-800-932-1900.

Questions. If you have any questions from time to time about any aspect of our arrangements, please feel free to raise those questions. We want to proceed in our work for you with your clear and satisfactory understanding about every aspect of our billing and payment policies; and we encourage an open and frank discussion of any or all of the matters addressed in this agreement.

Acceptance of Terms. If this arrangement is acceptable to you and Williamson County, please sign the enclosed duplicate original of this agreement and return it and the required retainer to us at your earliest convenience. We truly appreciate the opportunity to be of service to you and look forward to working with you in a mutually beneficial relationship.

AGREED TO AND ACCEPTED

Williamson County

By: _____

[Printed name]

Title: _____

Date: _____

cc: Billing Department

BICKERSTAFF HEATH DELGADO ACOSTA LLP


By: _____

Exhibit A — Scope of Services
Bickerstaff Heath Delgado Acosta LLP

While we agree that in the future we may from time to time be employed on other matters, this agreement provides that our relationship is limited to representing and counseling you in connection with the following:

- Defend the County in Civil Action No. 1:20-CV-00842; SonWest Co. v. Everston, et al.; In the United States District Court for the Western District of Texas.
- Other legal services assigned or requested, only if the scope of which is confirmed by you in writing at the time of assignment

Other legal services not assigned or requested, and confirmed in writing, are specifically not within the scope of our representation.

Exhibit B — Billing Rates
Bickerstaff Heath Delgado Acosta LLP

TIMEKEEPER	BILLING RATE
Acosta, Alex	\$425
Arnold, Philip	\$330
Caputo, Cobby	\$415
Caroom, Doug	\$425
Cheney, Denise	\$400
Dugat, Bill	\$385
Falk, Syd	\$440
Gonzalez, Vanessa	\$370
Heath, Bob	\$480
Katz, Joshua	\$355
Kimbrough, Chuck	\$325
Lumpkin, Katy	\$335
Maxwell, Susan	\$370
Mendez, David	\$425
Mendez, Manuel	\$425
Rogers, Emily	\$370
Russell, Claudia	\$370
Seaquist, Gunnar	\$355
Than, Catherine	\$370
Weller, Steven	\$370
Kelley, Kimberly	\$225
Miller, Gregory	\$305
Olds, Daniel	\$280
Robinson, Lori	\$300
Delgado, Hector	\$425
Legal Assistants/Specialists	\$190
McCall, Sherry	\$240

Exhibit C—Client Costs Advanced

Bickerstaff Heath Delgado Acosta LLP

The firm incurs expenses on behalf of clients only when required by the legal needs of the clients. Some cases or matters require extensive use of outside copy facilities, and other cases may not be so paper-intensive. Standard services handled within the firm are not charged, and client specific expenses are billed to the client needing those services. An explanation of the billing structure is as follows:

Not Charged

Secretarial and word processing time, routine postage, file setup, file storage, local or ordinary long distance charges, fax charges, and computerized legal research data charges.

Delivery Services

Outside delivery services are used for pickup and delivery of documents to the client as well as to courts, agencies, and opposing parties. Outside delivery fees are charged to the client at the rate charged to the firm. Overnight delivery services are also charged at the rate charged to the firm. Firm Office Services Department personnel may provide delivery service in urgent situations and charges for such in-house service will not exceed the charge that would be made by an outside service in a similar situation.

Postage

Our postal equipment calculates exact U.S. postage for all sizes and weights of posted material. The rate charged for postage is the same as the amount affixed to the material that is mailed. We will not charge clients for postage on routine correspondence; however, the cost of large-volume mail, certified mail, or other additional mail services will be charged to the client.

Copies and Prints

Our standard rate for black and white copies and prints made by firm personnel is \$0.15 per page. Color copies and prints are charged at a standard rate of \$0.55 per page. These charges cover paper, equipment costs, and other supplies. If savings can be realized within the required time frame by sending copy jobs to subcontractors, the firm uses only qualified legal services copiers and the cost charged to the client is the same as the amount billed to the firm.

Phone Charges

Only charges for conference calls or international calls are charged, and charges are billed at the same amount billed to the firm by the outside provider.

Travel

Attorney and other timekeeper time spent traveling on behalf of a client is billed to the client. Hotel, meals, local transportation, and similar expenses are charged based on receipts and travel expense forms submitted by the attorney. Documentation is available to the client if requested.

Maps

Maps produced in conjunction with a project will be billed at \$50 for each 34 x 44 inch map and \$20 for each smaller map, plus cost (time fees) for preparation.

Other Expenses

Expenses incurred with outside providers in connection with the client's legal services will be paid by the client directly to the outside provider unless specifically arranged in advance. If the firm agrees to pay outside providers, the cost charged to the client is the same as the amount billed to the firm. Examples of such charges include: court reporter fees, filing fees, newspaper charges for publication notices, expert witness fees, consultants and other similar expenses.

Exhibit D—Verification Required by Texas Government Code Chapter 2270
Bickerstaff Heath Delgado Acosta LLP

By signing below, Bickerstaff Heath Delgado Acosta LLP hereby verifies the following:

1. The Firm does not boycott Israel; and
2. The Firm will not boycott Israel during the term of this Engagement Agreement.

SIGNED BY:



C. Robert Heath
August 18, 2020

This Verification is incorporated and made a part of the Engagement Agreement between the Bickerstaff Heath Delgado Acosta LLP and Williamson County.

Commissioners Court - Regular Session**6.****Meeting Date:** 08/25/2020

Firey Germer Engagement

Submitted For: Bill Gravell**Submitted By:** Hal Hawes, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action regarding the engagement of the law firm of Germer PLLC to represent Williamson County in relation to Case No. 1:20-cv-00836; *Elizabeth Firey v. Williamson County*; In the United States District Court for the Western District of Texas, Austin Division; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Gemer Eng Letter - Firey

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 08/20/2020

Reviewed By

Andrea Schiele

Date

08/20/2020 09:33 AM

Started On: 08/18/2020 05:08 PM

August 18, 2020

Mr. Hal C. Hawes
General Counsel
Williamson County Commissioners Court
710 Main Street, Suite 200
Georgetown, Texas 78626

VIA EMAIL TRANSMITTAL
hhawes@wilco.org

Re: *Elizabeth Firey v. Williamson County*; Case No. 1:20-cv-00836; In the United States District Court for the Western District of Texas, Austin Division
Germer No. 102582

Dear Hal,

This will confirm our proposal for Germer PLLC to represent and defend Williamson County in the above referenced lawsuit, on the following terms:

1. The firm will bill in increments of tenths of an hour, at the following rates:

a. Principal/Partner	\$295/hr.;
b. Senior Associate	\$250/hr.;
c. Associate	\$225/hr.; and
d. Paralegal	\$125/hr.
2. We will submit our bills monthly, and you agree to pay our bills within thirty (30) days of receipt.
3. Related expenses will be included on our invoices.

If the County agrees to the foregoing terms, please return a signed copy to my office.

Mr. Hal C. Hawes
August 18, 2020
Page -2-

I look forward to assisting you with this matter. Please feel free to call with any questions.

Sincerely,

GERMER PLLC



Larry J. Simmons

LJS:kkw

AGREED TO BY:

DATE: _____

By: _____
Williamson County, Texas

Commissioners Court - Regular Session**7.****Meeting Date:** 08/25/2020

Right of Entry

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

Information**Agenda Item**

Discuss, consider and take appropriate action authorizing the County Judge to execute an Access Agreement with Kevin and Martha Beiter for the Liberty Hill Bypass project. (Parcel 40)

Background

This ROE is needed for the Liberty Hill Bypass project. The agreement allows access for 180 days.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

ROE Agreement

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Kathy Pierce

Final Approval Date: 08/20/2020

Reviewed By

Andrea Schiele

Date

08/20/2020 11:18 AM

Started On: 08/20/2020 11:12 AM

ACCESS AGREEMENT

This **ACCESS AGREEMENT** (“**Agreement**”), dated _____, 2020, is made by and between **Kevin and Martha Beiter**, 400 Stubblefield Lane, Liberty Hill, Texas 78642 (“**Owner**”), and Williamson County, Texas, and its consultants LJA Engineering, Inland Geodetics, and SWCA Environmental Consultants, having its principal place of business at 710 Main Street, Georgetown, Texas 78626 (collectively “**Entering Party**”).

BACKGROUND

Entering Party wishes to have a non-exclusive right of access to Owner’s real property described in Exhibit “A” (the “**Property**”) for the following limited purpose (the “**Activity**” or “**Activities**”):

Linear boundary and topographical survey, archeological and environmental Phase I or hydrologic investigation, and engineering design investigation for proposed Liberty Hill Bypass Project.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and the for and subject to the mutual covenants, agreements, representations and warranties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

1. **ACCESS/DATA.** Owner hereby grants permission to Entering Party to enter the Property for the limited purpose of the Activity. Entering Party acknowledges the valuable consideration extended by Owner in granting such permission. Notwithstanding the foregoing, Owner has the right to limit the scope and direction of the Activity as it may deem appropriate in their sole discretion, and as otherwise allowed by Texas law. In addition, employees and representatives of the Entering Party shall not leave any area designated by an employee of Owner unless accompanied by Owner or an employee of Owner.

- a. The only permitted point of ingress and egress for access to the Property is designated as the entrance gate located at 400 Stubblefield Lane. The gate located at the point of ingress and egress is to be kept closed at all times except when in use.
- b. Entering Party will provide advance written notice at least 24 hours prior each entry onto the Property, identifying the individuals and contractors (including the employees or agents of any contractor conducting work for or on behalf of Entering Party) who will be on the Property, the time of entry and the intended duration of surveying activities on the Property. The Entering Party shall not enter the Property unless accompanied by the Owner or the Owner’s designated representative; or unless given permission in writing by the Owner to enter the Property unaccompanied.

- c. Entering Party and its Contractors are strictly prohibited from directly or indirectly utilizing the Property to access any other properties. If any portion of a contiguous property sustains any damage by reason of the acts or omissions of Entering Party or its contractors, then Entering Party or its contractors, or both, shall be the only parties responsible for restoring the contiguous property to its condition existing immediately before the occurrence of this damage.
- d. All vehicles on the Property must remain confined to existing roads unless Owner provides prior written consent.
- e. Owner reserves the right to require persons entering the property to sign or log in with Owner (or Owner's representative) prior to entering onto the Property and to observe all activities on the property by the Entering Party and its contractors.
- f. The Activities must not interfere with or disrupt the normal activities on Property or on any contiguous property and must not endanger the health, safety, or welfare of Owner or anyone else on the Property or on any contiguous property during the Activities.
- g. The access permitted by this Agreement does not include the right to take any samples or conduct any testing, other than minor shovel testing (which shall be immediately refilled) or tree trimming solely as necessary to establish reasonable line of sight, of any sort on or over any part of the Property.
- h. Entering Party must obtain, at its own sole cost and expense, all governmental permits and authorizations required by any government agency for Entering Party and its contractors to perform the Activity on the Property, including, without limitation, the restoration of the Property substantially to its original condition. All activities conducted on the Property by Entering Party and its contractors must be conducted in compliance with all applicable laws.
- i. Entering Party and its contractors may maintain on the Property only such equipment, materials, and personnel as are reasonably necessary for performance of the Activities. Such equipment and materials must be located in a manner that does not interfere with entering, leaving, and using the Property or any contiguous property, and shall not be stored or otherwise left on the Property when representatives of the Entering Party are not otherwise present. To the extent that the equipment, materials, and personnel have served their function and their presence is no longer reasonably necessary to perform the Activities, Entering Party and its contractors must promptly remove them from the Property.
- j. Entering Party will mark both the proposed engineer's corridor centerline and property corners of any proposed right of way parcel acquisition area associated with proposed Bypass construction activities sufficiently that Owner can identify same.

- k. Entering Party will, promptly following completion of its physical activities on the Property pursuant to this Agreement and at no cost to Owner, provide Owner with copies of any reports, surveys and other work product generated from such activities. Entering Party shall furnish such materials in such format (printed or digital) as may be requested by Owner.

2. INDEMNITY. TO THE FULLEST EXTENT PERMITTED BY LAW, ENTERING PARTY SHALL AND DOES HEREBY RELEASE AND AGREE TO DEFEND, PROTECT, INDEMNIFY AND HOLD OWNER, AND ALL PARTNERS, SUBSIDIARIES, AND ANY OTHER RELATED OR AFFILIATED ENTITIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, PARTNERS AND EMPLOYEES (COLLECTIVELY, "INDEMNITEES"), HARMLESS FROM AND AGAINST ALL CLAIMS, LIABILITIES, DAMAGES, DEMANDS, LAWSUITS, CAUSES OF ACTION, STRICT LIABILITY CLAIMS, PENALTIES, FINES, ADMINISTRATIVE LAW ACTIONS AND ORDERS, EXPENSES (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, COURT COSTS, CONSULTING AND EXPERT WITNESS FEES), AND COSTS OF EVERY KIND AND CHARACTER (COLLECTIVELY, "CLAIMS/LIABILITIES") ARISING OUT OF OR IN ANY WAY INCIDENT TO THE PRESENCE OF ENTERING PARTY OR ITS AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS AND EACH OF THEIR RESPECTIVE EMPLOYEES, SUBCONTRACTORS, AGENTS, REPRESENTATIVES AND INVITEES (COLLECTIVELY, "ENTERING PARTY GROUP") IN THE PROPERTY, INCLUDING, WITHOUT LIMITATION, CLAIMS/LIABILITIES RELATING TO PERSONAL INJURIES, DEATH, DAMAGE TO OR LOSS OF PROPERTY OR GOODS, OR DAMAGE TO THE ENVIRONMENT, REGARDLESS OF WHETHER SUCH HARM IS TO ENTERING PARTY GROUP, INDEMNITEES, THE EMPLOYEES OR OFFICERS OF EITHER OR ANY OTHER PERSON OR ENTITY WHATSOEVER. THE DUTY TO DEFEND, PROTECT, INDEMNIFY AND HOLD INDEMNITEES HARMLESS REFERRED TO IN THE PRECEDING SENTENCE SHALL INCLUDE, WITHOUT LIMITATION, CLAIMS/LIABILITIES THAT RESULT FROM THE COMPARATIVE, CONCURRENT OR CONTRIBUTING NEGLIGENCE OF ANY PERSON OR ENTITY INCLUDING, BUT NOT LIMITED TO, INDEMNITEES, EXCEPT ENTERING PARTY SHALL NOT BE LIABLE UNDER THIS SECTION FOR CLAIMS/LIABILITIES RESULTING FROM THE SOLE NEGLIGENCE OF INDEMNITEES.

3. SAFETY. Entering Party shall be responsible for the safety of each Entering Party Group member. In addition, as relating to Entering Party's activities hereunder, Entering Party shall be solely responsible for identifying all hazardous conditions at the Property. To the extent Entering Party becomes aware of a hazardous condition caused by any Entering Party Group member, Entering Party shall promptly notify Owner. Moreover, Entering Party shall notify Owner (and provide details as requested by Owner) as soon as reasonably possible in the event any accident or other event occurs during the course of Entering Party's presence in the Property that involves non-compliance by any Entering Party Group member with any applicable laws, regulations, ordinances, or rules. Owner makes no representation as to any conditions at the Property, and Entering Party shall rely solely on Entering Party's own examination and investigation of the surface and subsurface conditions at the Property, and all local and general conditions that may affect Entering Party's activities on the Property.

4. **CONDUCT OF ACTIVITIES.** Entering Party Group shall conduct all activities in the Property in accordance with all applicable governmental laws, rules, regulations, good standard industry practices and all of Owner's safety regulations and directions, and in a manner that does not materially interfere with the operations of others (Owner or third parties) in the Property. Entering Party shall be responsible for promptly repairing and remediating, at its expense, any damage to property or the environment that arises out of Entering Party Group's activities in the Property.

5. **CONFIDENTIALITY.** During the course of the Activity and in connection with Entering Party's presence in the Property it is anticipated that Owner will deliver or otherwise disclose to Entering Party or Entering Party shall observe certain confidential or proprietary information of Owner. Therefore, Owner and the Entering Party hereby agree as follows:

a. Proprietary Information. The term "**Proprietary Information**" shall mean all confidential or proprietary information or trade secrets which may be observed by Entering Party or disclosed by Owner, any affiliate of Owner, or any of their respective representatives or agents to Entering Party pursuant to the terms of this Agreement, including but not limited to confidential information obtained during the Activity.

b. Disclosure of Proprietary Information. Entering Party shall keep confidential all Proprietary Information, and shall not, without Owner's prior written consent in each instance, use the Proprietary Information for any purpose other than in connection with the Activity, or disclose the Proprietary Information to any third party, except the officers, directors, employees, attorneys, accountants and consultants of Entering Party, who have a need to know such information and agree in writing to comply with the terms of this Agreement. Entering Party hereby acknowledges and agrees that the Proprietary Information is a valuable trade secret of Owner and that any unauthorized disclosure thereof could cause irreparable harm and loss to Owner. In this connection with the Proprietary Information disclosed to Entering Party, (a) Owner makes no representation or warranty, express or implied, as to the quality, accuracy or completeness of the Proprietary Information; and (b) neither Owner nor any of its affiliates shall have any liability whatsoever with respect to the use or reliance upon any of the Proprietary Information.

c. Limitation on Obligations. The duties and obligations of Entering Party under this Agreement shall not apply to Proprietary Information that:

(i) is, at the time of disclosure, in the public domain or available to the public or enters the public domain at a later date through no fault of Entering Party;

(ii) is in the possession or knowledge of Entering Party before disclosure thereof by Owner, as evidenced in writing by Entering Party at the time of disclosure of the Proprietary Information by Owner with no obligations of confidentiality;

(iii) is disclosed at any time to Entering Party in writing by an independent third party who has a right to make such disclosure;

(vi) is developed by or for Entering Party independent of the Proprietary Information in question, as evidenced in writing by Entering Party at the time of disclosure of the Proprietary Information by Owner; or

(v) is required by any governmental authority to be disclosed by Entering Party, except that Entering Party shall promptly notify Owner in writing in advance of any such required disclosure and shall cooperate with Owner in any attempt to obtain an order or other reliable assurance that confidential treatment will be accorded the Proprietary Information.

6. INSURANCE.

a. Entering Party, at its own expense, shall carry insurance covering activities while at the Property of not less than the following kinds and amounts:

(i) Worker's Compensation in accordance with statutory requirements;

(ii) 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;

(iii) Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of \$1,000,000.00 each accident;

(iv) Professional Liability Insurance in the amount of \$2,000,000.00 per claim and annual aggregate.

b. The insurance carried shall provide that during the Activities the insurer may not cancel the insurance without giving Owner thirty (30) days prior notice of cancellation.

c. Entering Party shall furnish Owner with certificates setting forth the required insurance coverage prior to entering the Property.

7. MISCELLANEOUS.

a. Term. This Agreement, and all matters arising hereunder or in connection herewith, shall be effective as of the date first written above, and shall continue in effect thereafter for a period of one hundred eighty (180) days or until terminated by either party upon notice to the other party. Entering Party acknowledges and agrees that the rights granted under this Agreement are for the sole and only purpose of the Activity and that such rights may be revoked at the sole discretion of Owner at any time, for any reason or for no reason. Entering Party's obligations hereunder shall survive the termination, revocation or expiration of this Agreement.

b. Injunction. Entering Party hereby acknowledges and agrees that money damages may not be sufficient to remedy any breach of any provision of this Agreement and that in addition to all other remedies which Owner may have at law against Entering Party, Owner shall be entitled to seek specific performance and injunctive relief or any other equitable relief as a remedy for any such breach.

c. Assignment; Contractors/Subcontractors. This Agreement may not be assigned in whole or in part by Entering Party without the prior written consent of Owner, nor shall activities be performed under this Agreement by a contractor or subcontractor of Entering Party without the prior written consent of Owner. Subject to the foregoing, this Agreement is binding on and inures to the benefit of Owner and Entering Party and their respective personal representatives, successors, and assigns; however, Entering Party's assignment of this Agreement does not release Entering Party from any obligation under this Agreement. References to a party include, bind, and inure to the benefit of that party's officers, agents, employees, successors in interest, and assignees.

d. Notices. All notices required or allowed under this Agreement must be in writing and sent to the address set out below. Notice must be delivered by personal delivery, facsimile transmission during normal business hours of the recipient, by overnight delivery service or by certified U.S. mail with return receipt requested. Notices are effective on the earliest of the date received, the date of the delivery receipt or the fifth day after the postmark.

To Owner: Kevin M. Beiter
600 Congress Avenue, Suite 2100
Austin, Texas 78701

To Entering Party: Randy Ehresman, PE

Sr. Project Engineer, Wilco Bond Program

101 East Old Settlers Blvd. Suite 100

Round Rock, Texas 78664

e. Choice of Law/Venue. The Agreement shall be governed by the laws of the State of Texas without application of conflict of laws rules. Venue shall be in Williamson County, Texas.

f. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto, including their respective trustees, representatives, successors and any permitted assigns.

g. Severability. If any provision of this Agreement is held invalid or unenforceable by any court the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable

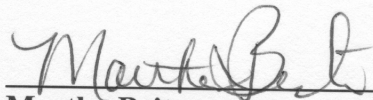
h. Entire Agreement. This Agreement supersedes and cancels all prior or contemporaneous discussions, negotiations, representations or agreements among the parties and constitutes a complete and exclusive statement of the agreements, covenants, conditions, promises, warranties and representations between the parties with respect to its subject matter, and there are no oral or written agreements, covenants, conditions, promises, warranties (express or implied) or representations among the parties with respect to the subject matter hereof except as set forth in

this Agreement. This Agreement shall not be modified, amended or supplemented except pursuant to a written agreement executed by both parties.

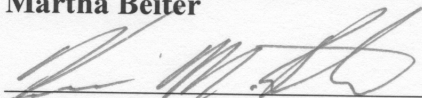
[Signature Page Follows]

So agreed as of the date first written above.

OWNER:



Martha Beiter



Kevin M. Beiter

ENTERING PARTY:

Williamson County, Texas

By: _____

Printed Name: _____

Title: _____

Commissioners Court - Regular Session**9.****Meeting Date:** 08/25/2020

Strike Team COVID purchase

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

Information**Agenda Item**

Discuss, consider and take appropriate action on approving a \$2,900.00 purchase for items needed by the Strike Team to perform COVID testing.

Background

With the ongoing response of the long-term care facility Strike Team, a need has been identified for additional equipment that will ensure efficient and safe operations in the coming months.

The following items are requested to be purchased with CARES funding:

- Coolers used for hydration, vest ice packs and sample transport (three 52-quart coolers @ \$50/each = \$150)
- Tent needed for outside testing (1 tent @ \$165)
- Cooling vests and accessories to prevent overheating of staff during outside testing (6 sets @ \$345/each = \$2,070)
- Stanley Fatmax boxes for transport for testing equipment into facilities (4 @ \$98.59/each = \$394.36)
- Chairs to be used during outside testing (set of 2 Caravan sports folding chairs = \$97)

The purchase of equipment will ensure the safety and efficiency of ongoing operations and can be used/shared by the Pub Ed Team, as well as other teams under the emergency management umbrella. First priority for use will be given to Community Health Paramedics (CHP) and the Strike Team. During the pandemic, a continuation of testing and intervention is expected at facilities lacking the medical staff and funding to facilitate their own testing.

The listed items requested were determined with careful consideration using experience from performing over 25 testing events.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Kathy Pierce

Reviewed By

Andrea Schiele

Date

08/20/2020 09:39 AM

Started On: 08/19/2020 11:36 AM

Final Approval Date: 08/20/2020

Commissioners Court - Regular Session**10.****Meeting Date:** 08/25/2020

2020-2021 Budget Adoption

Submitted By: Ashlie Koenig, Budget Office**Department:** Budget Office**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

10:00 AM Hold Public Hearing on the 2020-2021 County Budget.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 08/05/2020

Reviewed By

Andrea Schiele

Date

08/05/2020 10:58 AM

Started On: 08/05/2020 10:51 AM

Commissioners Court - Regular Session**11.****Meeting Date:** 08/25/2020

2020-2021 General Fund Budget Adoption

Submitted By: Ashlie Koenig, Budget Office**Department:** Budget Office**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on the 2020-2021 General Fund Budget.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

FY21 Budget Adoption

Form Review**Inbox**

County Judge Exec Asst.

Budget Office (Originator)

Form Started By: Ashlie Koenig

Final Approval Date: 08/20/2020

Reviewed By

Andrea Schiele

Ashlie Koenig

Date

08/05/2020 10:59 AM

08/20/2020 11:29 AM

Started On: 08/05/2020 10:52 AM

2020 - 2021 GENERAL FUND PRELIMINARY PROPOSED BUDGET

General Fund Budget Office Recommendations

\$ 218,940,099.53

SUBTOTAL

\$ 218,940,100.00

SPONSORED ITEMS FOR COURT CONSIDERATION 8/11/20

0440 District Attorney - DA Supplement	\$ 5,704.00	\$ 5,704.00	Approved 8/4/20
Transfer PCN 0047 Position out of County Attorney	\$ (177,995.37)	\$ (177,995.37)	Approved 8/11/20
Add PCN 0047 Funding in 0100-0409-004100	\$ 177,995.37	\$ 177,995.37	Approved 8/11/20
Removal of PCN 9985 from JP#1	\$ (22,805.79)	\$ (22,805.79)	Approved 8/11/20
Reduce 0100-0451-004100	\$ (27,100.92)	\$ (27,100.92)	Approved 8/11/20
Add Fulltime Court Clerk I Position to JP#3	\$ 49,906.71	\$ 49,906.71	Approved 8/11/20
0560 Sheriff's Office - Removal 25% of SRO Positions to Coincide with Contract End of 6/30/21	\$ (244,120.99)	\$ (244,120.99)	Approved 8/11/20
0560 Sheriff's Office - Removal of Assets associated with SRO Positions above	\$ (623,982.50)	\$ (623,982.50)	Approved 8/11/20
0560 Sheriff's Office - Reduce Line 003104 K9 Division	\$ (2,300.00)	\$ (2,300.00)	Approved 8/11/20
0560 Sheriff's Office - Reduce Line 003901 Publications (K9 Handler Subscription)	\$ (800.00)	\$ (800.00)	Approved 8/11/20
0560 Sheriff's Office - Reduce Line 003900 Memberships (K9 Memberships)	\$ (1,375.00)	\$ (1,375.00)	Approved 8/11/20
0640 Public Assistance - Increase of 1 bed (12 to 13) plus one psychiatric bed with Bluebonnet Trails Community Svcs	\$ 228,132.00	\$ 456,264.00	Approved 8/11/20
0570 Remove Four Corrections Officer Positions (PCNs 0374, 0519, 0426 and 0434)	\$ (228,895.24)	\$ (228,895.24)	Approved 8/11/20
0591 Pretrial - Add Four Pretrial Positions	\$ 234,272.02	\$ 234,272.02	Approved 8/11/20
0591 Pretrial FF&E for Four Positions	\$ 48,540.00	\$ 48,540.00	Approved 8/11/20
0591 Pretrial FF&E Reduce 4100 Professional Svcs	\$ (53,916.78)	\$ (53,916.78)	Approved 8/11/20
0503 Information Technology Svcs. - Ticket Writers Not Implemented in FY20	\$ 116,450.00	\$ 116,450.00	Approved 8/11/20
0503 Information Technology Svcs. - Additional 3 Weeks Succession Planning	\$ 13,000.00	\$ 13,000.00	Approved 8/11/20
0409 Non Departmental -Unemployment Insurance	\$ 150,000.00	\$ 150,000.00	Approved 8/11/20
0541 Emergency Management - Personal Protective Equipment	\$ 150,000.00	\$ 150,000.00	Approved 8/11/20
0401 Commissioners Court PIO - Add Drone	\$ 439.00	\$ 439.00	Approved 8/11/20
2% Lump Sum Merit for Civilians B and EX	\$ 1,500,000.00	\$ 1,449,481.55	Approved 8/11/20
0435 All Dist Cts Reduction to Third Administrative Judicial Region Payment	\$ (7,295.59)	\$ (7,295.59)	Approved 8/18/20
0510 Parks Remove SW Regional Maintenance for Parking Lot	\$ (992,000.00)	\$ (992,000.00)	Approved 8/18/20
409 Non Dept Reduce Professional Svcs	\$ (100,000.00)	\$ (100,000.00)	Approved 8/18/20
409 Non Dept Reduce Contingencies	\$ (70,324.96)	\$ (70,324.96)	Approved 8/18/20
0435 Reduce Court Appointed Attorney / Criminal	\$ (138,751.00)	\$ (138,751.00)	Approved 8/18/20
LE Tahoes -Base Price Reduction of \$2650 from \$38,104.21 to \$35,454.21	\$ (98,050.00)	\$ (98,050.00)	Approved 8/18/20
0409 Non Dept - Remove Professional Svcs Funding	\$ (177,995.37)	\$ (177,995.37)	Approved 8/18/20
0401 Commissioners Court Dept - Create/Restore Position for Legal Counsel originally funded from PCN 0047	\$ 177,995.37	\$ 177,995.37	Approved 8/18/20
Reclassification of PCNs 1713, 0182, 0183, 1212 and 0189 (Grade Only / No Fiscal Impact)	\$ -	\$ -	Approved 8/18/20
0510 Parks Dumpster Service - River Ranch	\$ 12,000.00	\$ 12,000.00	Approved 8/18/20
0453 Reduce Professional Services for JP3 for Travis County ME Office	\$ (40,000.00)	\$ (40,000.00)	Approved 8/18/20
0510 Parks River Ranch Tree Management	\$ 50,000.00	\$ -	
Right of Way	\$ 3,957,241.49	\$ -	
Salary for Court Reporters	\$ 23,000.00	\$ -	
409 Non Dept Remove "what if" Succession Planning Slots	\$ (43,060.00)		
0440 District Attorney - On Call Pay Increase from \$300/wk to \$600/wk / \$15,600 (No Impact to Gen Fund)	\$ -	\$ -	Will go on Budget Order
0540/0341 One Time CoVID Hazard Pay of 1%	\$ 122,821.05	\$ -	No longer needed
0475 County Attorney - Reduce Budget on PCN# 0047 to Current Salary or Maximum as Allowed by Statute	\$ (30,945.97)	\$ -	Not Needed/Position Moved

ITEMS REMAINING FOR SPONSORSHIP

SUBTOTAL	\$	3,935,781.53	\$	34,338.51
GRAND TOTAL			\$	218,974,438.51

2020 - 2021 ROAD AND BRIDGE FUND PRELIMINARY PROPOSED BUDGET

Road & Bridge Fund Budget Office Recommendations			\$	44,576,568.00	
SUBTOTAL			\$	44,576,568.00	

SPONSORED ITEMS FOR COURT CONSIDERATION 8/11/20

2% Lump Sum Merit for Civilians B and EX	\$	176,192.64	\$	176,192.64	Approved 8/18/20
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SUBTOTAL	\$	176,192.64	\$	176,192.64
GRAND TOTAL			\$	44,752,760.64

ITEMS REMAINING FOR SPONSORSHIP

SUBTOTAL	\$	-	\$	-
GRAND TOTAL			\$	44,752,760.64

2020 - 2021 DEBT SERVICE FUND PRELIMINARY PROPOSED BUDGET

Debt Service Fund Budget Office Recommendations			\$	126,845,915.00	
			\$	126,845,915.00	
TOTAL			\$	126,845,915.00	

General Fund, Road & Bridge Fund and Debt Service TOTAL	\$	390,573,114.15
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Commissioners Court - Regular Session**12.****Meeting Date:** 08/25/2020

2020-2021 Road and Bridge Fund Budget Adoption

Submitted By: Ashlie Koenig, Budget Office**Department:** Budget Office**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on the 2020-2021 Road and Bridge Fund Budget.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

FY21 Budget Adoption

Form Review**Inbox**

County Judge Exec Asst.

Budget Office (Originator)

Form Started By: Ashlie Koenig

Final Approval Date: 08/20/2020

Reviewed By

Andrea Schiele

Ashlie Koenig

Date

08/05/2020 10:59 AM

08/20/2020 11:29 AM

Started On: 08/05/2020 10:53 AM

2020 - 2021 GENERAL FUND PRELIMINARY PROPOSED BUDGET

General Fund Budget Office Recommendations

\$ 218,940,099.53

SUBTOTAL

\$ 218,940,100.00

SPONSORED ITEMS FOR COURT CONSIDERATION 8/11/20

0440 District Attorney - DA Supplement	\$ 5,704.00	\$ 5,704.00	Approved 8/4/20
Transfer PCN 0047 Position out of County Attorney	\$ (177,995.37)	\$ (177,995.37)	Approved 8/11/20
Add PCN 0047 Funding in 0100-0409-004100	\$ 177,995.37	\$ 177,995.37	Approved 8/11/20
Removal of PCN 9985 from JP#1	\$ (22,805.79)	\$ (22,805.79)	Approved 8/11/20
Reduce 0100-0451-004100	\$ (27,100.92)	\$ (27,100.92)	Approved 8/11/20
Add Fulltime Court Clerk I Position to JP#3	\$ 49,906.71	\$ 49,906.71	Approved 8/11/20
0560 Sheriff's Office - Removal 25% of SRO Positions to Coincide with Contract End of 6/30/21	\$ (244,120.99)	\$ (244,120.99)	Approved 8/11/20
0560 Sheriff's Office - Removal of Assets associated with SRO Positions above	\$ (623,982.50)	\$ (623,982.50)	Approved 8/11/20
0560 Sheriff's Office - Reduce Line 003104 K9 Division	\$ (2,300.00)	\$ (2,300.00)	Approved 8/11/20
0560 Sheriff's Office - Reduce Line 003901 Publications (K9 Handler Subscription)	\$ (800.00)	\$ (800.00)	Approved 8/11/20
0560 Sheriff's Office - Reduce Line 003900 Memberships (K9 Memberships)	\$ (1,375.00)	\$ (1,375.00)	Approved 8/11/20
0640 Public Assistance - Increase of 1 bed (12 to 13) plus one psychiatric bed with Bluebonnet Trails Community Svcs	\$ 228,132.00	\$ 456,264.00	Approved 8/11/20
0570 Remove Four Corrections Officer Positions (PCNs 0374, 0519, 0426 and 0434)	\$ (228,895.24)	\$ (228,895.24)	Approved 8/11/20
0591 Pretrial - Add Four Pretrial Positions	\$ 234,272.02	\$ 234,272.02	Approved 8/11/20
0591 Pretrial FF&E for Four Positions	\$ 48,540.00	\$ 48,540.00	Approved 8/11/20
0591 Pretrial FF&E Reduce 4100 Professional Svcs	\$ (53,916.78)	\$ (53,916.78)	Approved 8/11/20
0503 Information Technology Svcs. - Ticket Writers Not Implemented in FY20	\$ 116,450.00	\$ 116,450.00	Approved 8/11/20
0503 Information Technology Svcs. - Additional 3 Weeks Succession Planning	\$ 13,000.00	\$ 13,000.00	Approved 8/11/20
0409 Non Departmental -Unemployment Insurance	\$ 150,000.00	\$ 150,000.00	Approved 8/11/20
0541 Emergency Management - Personal Protective Equipment	\$ 150,000.00	\$ 150,000.00	Approved 8/11/20
0401 Commissioners Court PIO - Add Drone	\$ 439.00	\$ 439.00	Approved 8/11/20
2% Lump Sum Merit for Civilians B and EX	\$ 1,500,000.00	\$ 1,449,481.55	Approved 8/11/20
0435 All Dist Cts Reduction to Third Administrative Judicial Region Payment	\$ (7,295.59)	\$ (7,295.59)	Approved 8/18/20
0510 Parks Remove SW Regional Maintenance for Parking Lot	\$ (992,000.00)	\$ (992,000.00)	Approved 8/18/20
409 Non Dept Reduce Professional Svcs	\$ (100,000.00)	\$ (100,000.00)	Approved 8/18/20
409 Non Dept Reduce Contingencies	\$ (70,324.96)	\$ (70,324.96)	Approved 8/18/20
0435 Reduce Court Appointed Attorney / Criminal	\$ (138,751.00)	\$ (138,751.00)	Approved 8/18/20
LE Tahoes -Base Price Reduction of \$2650 from \$38,104.21 to \$35,454.21	\$ (98,050.00)	\$ (98,050.00)	Approved 8/18/20
0409 Non Dept - Remove Professional Svcs Funding	\$ (177,995.37)	\$ (177,995.37)	Approved 8/18/20
0401 Commissioners Court Dept - Create/Restore Position for Legal Counsel originally funded from PCN 0047	\$ 177,995.37	\$ 177,995.37	Approved 8/18/20
Reclassification of PCNs 1713, 0182, 0183, 1212 and 0189 (Grade Only / No Fiscal Impact)	\$ -	\$ -	Approved 8/18/20
0510 Parks Dumpster Service - River Ranch	\$ 12,000.00	\$ 12,000.00	Approved 8/18/20
0453 Reduce Professional Services for JP3 for Travis County ME Office	\$ (40,000.00)	\$ (40,000.00)	Approved 8/18/20
0510 Parks River Ranch Tree Management	\$ 50,000.00	\$ -	
Right of Way	\$ 3,957,241.49	\$ -	
Salary for Court Reporters	\$ 23,000.00	\$ -	
409 Non Dept Remove "what if" Succession Planning Slots	\$ (43,060.00)		
0440 District Attorney - On Call Pay Increase from \$300/wk to \$600/wk / \$15,600 (No Impact to Gen Fund)	\$ -	\$ -	Will go on Budget Order
0540/0341 One Time CoVID Hazard Pay of 1%	\$ 122,821.05	\$ -	No longer needed
0475 County Attorney - Reduce Budget on PCN# 0047 to Current Salary or Maximum as Allowed by Statute	\$ (30,945.97)	\$ -	Not Needed/Position Moved

ITEMS REMAINING FOR SPONSORSHIP

SUBTOTAL	\$	3,935,781.53	\$	34,338.51
GRAND TOTAL			\$	218,974,438.51

2020 - 2021 ROAD AND BRIDGE FUND PRELIMINARY PROPOSED BUDGET

Road & Bridge Fund Budget Office Recommendations			\$	44,576,568.00	
SUBTOTAL			\$	44,576,568.00	

SPONSORED ITEMS FOR COURT CONSIDERATION 8/11/20

2% Lump Sum Merit for Civilians B and EX	\$	176,192.64	\$	176,192.64	Approved 8/18/20
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SUBTOTAL	\$	176,192.64	\$	176,192.64
GRAND TOTAL			\$	44,752,760.64

ITEMS REMAINING FOR SPONSORSHIP

SUBTOTAL	\$	-	\$	-
GRAND TOTAL			\$	44,752,760.64

2020 - 2021 DEBT SERVICE FUND PRELIMINARY PROPOSED BUDGET

Debt Service Fund Budget Office Recommendations			\$	126,845,915.00	
			\$	126,845,915.00	
TOTAL			\$	126,845,915.00	

General Fund, Road & Bridge Fund and Debt Service TOTAL	\$	390,573,114.15
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Commissioners Court - Regular Session**13.****Meeting Date:** 08/25/2020

2020-2021 Debt Service Fund Budget Adoption

Submitted By: Ashlie Koenig, Budget Office**Department:** Budget Office**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on the 2020-2021 Debt Service Fund Budget.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

FY21 Budget Adoption

Form Review**Inbox**

County Judge Exec Asst.

Budget Office (Originator)

Form Started By: Ashlie Koenig

Final Approval Date: 08/20/2020

Reviewed By

Andrea Schiele

Ashlie Koenig

Date

08/05/2020 10:59 AM

08/20/2020 11:30 AM

Started On: 08/05/2020 10:54 AM

2020 - 2021 GENERAL FUND PRELIMINARY PROPOSED BUDGET

General Fund Budget Office Recommendations

\$ 218,940,099.53

SUBTOTAL

\$ 218,940,100.00

SPONSORED ITEMS FOR COURT CONSIDERATION 8/11/20

0440 District Attorney - DA Supplement	\$ 5,704.00	\$ 5,704.00	Approved 8/4/20
Transfer PCN 0047 Position out of County Attorney	\$ (177,995.37)	\$ (177,995.37)	Approved 8/11/20
Add PCN 0047 Funding in 0100-0409-004100	\$ 177,995.37	\$ 177,995.37	Approved 8/11/20
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Reduce 0100-0451-004100	\$ (27,100.92)	\$ (27,100.92)	Approved 8/11/20
Add Fulltime Court Clerk I Position to JP#3	\$ 49,906.71	\$ 49,906.71	Approved 8/11/20
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0435 Reduce Court Appointed Attorney / Criminal	\$ (138,751.00)	\$ (138,751.00)	Approved 8/18/20
LE Tahoes -Base Price Reduction of \$2650 from \$38,104.21 to \$35,454.21	\$ (98,050.00)	\$ (98,050.00)	Approved 8/18/20
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Reclassification of PCNs 1713, 0182, 0183, 1212 and 0189 (Grade Only / No Fiscal Impact)	\$ -	\$ -	Approved 8/18/20
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Salary for Court Reporters	\$ 23,000.00	\$ -	
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0475 County Attorney - Reduce Budget on PCN# 0047 to Current Salary or Maximum as Allowed by Statute	\$ (30,945.97)	\$ -	Not Needed/Position Moved

ITEMS REMAINING FOR SPONSORSHIP

SUBTOTAL	\$	3,935,781.53	\$	34,338.51
GRAND TOTAL			\$	218,974,438.51

2020 - 2021 ROAD AND BRIDGE FUND PRELIMINARY PROPOSED BUDGET

Road & Bridge Fund Budget Office Recommendations			\$	44,576,568.00	
SUBTOTAL			\$	44,576,568.00	

SPONSORED ITEMS FOR COURT CONSIDERATION 8/11/20

2% Lump Sum Merit for Civilians B and EX	\$	176,192.64	\$	176,192.64	Approved 8/18/20
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SUBTOTAL	\$	176,192.64	\$	176,192.64
GRAND TOTAL			\$	44,752,760.64

ITEMS REMAINING FOR SPONSORSHIP

SUBTOTAL	\$	-	\$	-
GRAND TOTAL			\$	44,752,760.64

2020 - 2021 DEBT SERVICE FUND PRELIMINARY PROPOSED BUDGET

Debt Service Fund Budget Office Recommendations			\$	126,845,915.00	
			\$	126,845,915.00	
TOTAL			\$	126,845,915.00	

General Fund, Road & Bridge Fund and Debt Service TOTAL	\$	390,573,114.15
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Commissioners Court - Regular Session**14.****Meeting Date:** 08/25/2020

1015AM Public Hearing on the Williamson County proposed 2020 tax rate of 45.8719 cents per 100

Submitted For: Larry Gaddes**Submitted By:** Judy Kocian, County Tax
Assessor Collector**Department:** County Tax Assessor Collector**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

10:15 a.m. Public Hearing on the proposed 2020 tax rate of 45.8719 cents per \$100 for Williamson County.

Background

This is a public hearing on the proposed 2020 tax rate. The proposed rate was voted on August 4, 2020, and is the combined rate of M&O, I&S, and R/FM. The individual tax rates will be adopted August 25, 2020.

Proposed Tax Rate: 45.8719 cents per \$100

Preceding Year's Tax Rate : 45.8719 cents per \$100

Effective Tax Rate: 45.2104 cents per \$100

Rollback Tax Rate: 46.1464 cents per \$100

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Judy Kocian

Final Approval Date: 08/20/2020

Reviewed By

Andrea Schiele

Date

08/20/2020 11:13 AM

Started On: 08/13/2020 11:14 AM

Commissioners Court - Regular Session**15.****Meeting Date:** 08/25/2020

Tax year 2020 rate adoption for Williamson County

Submitted For: Larry Gaddes**Submitted By:** Judy Kocian, County Tax
Assessor Collector**Department:** County Tax Assessor Collector**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action regarding the adoption of the 2020 tax rates for Williamson County General Fund and Williamson County Road and Bridge Fund.

Background

The following tax rate was proposed on August 4, 2020 - 45.8719 cents. The attached order reflects the adoption of the 2020 tax rates for Maintenance and Operations, Debt Service, and Road and Bridge funds for Williamson County, Texas.

Notes:

The following verbiage must be stated by the official making the motion for the adoption of the tax rate:

I move that the property tax rate be increased by the adoption of a total tax rate of 45.8719 cents per \$100 of valuation, which is effectively a 1.46 percent increase in the tax rate and that each rate is as follows:

Maintenance and Operations Fund - 25.1529 cents per \$100 of valuation

Debt Service Fund - 16.719 cents per \$100 of valuation

Road and Bridge Fund - 0.04 cents per \$100 of valuation

Second -

Take a record vote.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

2020 Tax Rate

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Judy Kocian

Final Approval Date: 08/20/2020

Reviewed By

Andrea Schiele

Date

08/20/2020 11:15 AM

Started On: 08/13/2020 11:23 AM

**WILLIAMSON COUNTY COMMISSIONERS COURT
ORDER ADOPTION OF 2020 TAX RATES FOR
WILLIAMSON COUNTY, TEXAS**

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

THAT ON THIS the 25th day of August 2020, the Commissioners Court of Williamson County, Texas met in duly called session at the Commissioner's Courtroom, 710 Main St., Georgetown, Texas, with the following members present:

Bill Gravell, County Judge
Terry Cook, Commissioner Precinct #1
Cynthia Long, Commissioner Precinct #2
Valerie Covey, Commissioner Precinct #3
Russ Boles, Commissioner Precinct #4
Nancy E. Rister, County Clerk

And at said meeting, among other business, the Court did consider the following:

ORDER ADOPTING A TAX RATE FOR TAX YEAR 2020

WHEREAS, Vernon's Texas Codes Annotated (V.T.C.A.) Tax Code 26.05 provides that the Williamson County Commissioners Court shall adopt the tax rates for the current year; and

WHEREAS, it is necessary to levy ad valorem taxes on each \$100 valuation of all taxable property in Williamson County, Texas for the Tax Year beginning January 1, 2020, which will be due no later than January 31, 2021 at the tax rates set forth herein below; and

WHEREAS, the Williamson County Commissioners Court has complied with all the requirements set forth in the Tax Code; NOW

THEREFORE, BE IT ORDERED that the Williamson County Commissioners Court, by the record vote set out herein below, hereby adopts the following ad valorem tax rates:

A Maintenance and Operations fund tax rate of \$0. per \$100 of valuation

A Debt Service fund tax rate of \$0. per \$100 of valuation

A Road and Bridge fund tax rate of \$0. \$100 of valuation

Record Vote

	Yes	Abstain	No	Absent
Bill Gravell, County Judge:	_____	_____	_____	_____
Terry Cook, Commissioners, Precinct 1:	_____	_____	_____	_____
Cynthia Long, Commissioners, Precinct 2:	_____	_____	_____	_____
Valerie Covey, Commissioner, Precinct 3:	_____	_____	_____	_____
Russ Boles, Commissioner, Precinct 4:	_____	_____	_____	_____

Motion Carried: **Yes:** _____ **No:** _____
 Abstaining: _____ **Absent:** _____

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S RATE; and

THE TAX RATE WILL EFFECTIVELY BE RAISED BY _____ PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$_____.

BE IT FURTHER ORDERED that the Williamson County Commissioners Court levy taxes in accordance with the foregoing tax rates and the provisions of the law.

AND BE IT FURTHER ORDERED that if for any reason, the action of the Williamson County Commissioners Court setting tax rates or levying taxes should be held ineffective by a court of competent jurisdiction, that this Order shall serve as evidence of the good faith of Williamson County in attempting to comply with the law in as substantial a fashion as could be done under the circumstances, and as evidence that Williamson County would have lawfully adopted a tax rate but for the conditions completely beyond control of Williamson County.

County Judge Bill Gravell was authorized to sign said Orders and ACT and DEED of the Williamson County Commissioners Court, this 25th day of August of 2020.

Bill Gravell, County Judge

ATTEST:

Nancy E. Rister, County Clerk

Commissioners Court - Regular Session

16.

Meeting Date: 08/25/2020

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 278
- 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 CR 366.
- i) Discuss the acquisition of real property for N. Mays.
- j) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
- k) Discuss the acquisition of real property for CR 111.
- l) Discuss the acquisition of real property for Corridor H
- m) Discuss the acquisition of 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.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 08/20/2020

Reviewed By

Andrea Schiele

Date

08/20/2020 10:44 AM

Started On: 08/20/2020 10:41 AM

Commissioners Court - Regular Session**17.****Meeting Date:** 08/25/2020

Economic Development

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Executive Session

Information**Agenda Item**

Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:

- a) Business prospect(s) that may locate or expand within Williamson County.
- b) Wolf Lakes
- c) Flint Hill Resources-Taylor Fuel Storage Terminal on CR 366
- d) Project Deliver
- e) Project Advantage
- f) Project Cedar
- g) Project Expansion
- h) Project Arcos
- i) Project Woods
- j) Project Co-Op
- k) Project Liberty

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 08/20/2020

Reviewed By

Andrea Schiele

Date

08/20/2020 10:45 AM

Started On: 08/20/2020 10:42 AM