

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
May 11, 2021
9:30 A.M.

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

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

CONSENT AGENDA

The Consent Agenda includes non-controversial and routine items that the Court may act on with one single vote. The Judge or a Commissioner may pull any item from the consent agenda in order that the court discuss and act upon it individually as part of the Regular Agenda.
(Items 4 – 28)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-003001	Small Equipment & Tools	\$1,612.89
To	0200-0210-005003	Equipment > \$5,000	\$1,612.89

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

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM:	0100-0587-004100	Professional Services	1000.00

FROM:	0100-0587-003523	Parts	1800.00
TO:	0100-0587-004232	Training, Conferences, Seminar	2800.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0435.004125	Transcripts	\$1,103.81
To	0100.0435.004621	Copier Rental & Supplies	\$1,103.81

7. Discuss, consider, and take appropriate action on approving property tax refunds over \$2,500.00 thru 05/05/2021 for the Williamson County Tax Assessor/Collector.
8. Discuss, consider and take appropriate action to rescind the action taken on Agenda Item #8 from the May 4, 2021 Regular Session of the Williamson County Commissioners Court; and to approve the acceptance of a donation of \$500 (check) from Central Texas Together (Meenal McNary) to be used to purchase a generator(s) for oxygen dependent and/or paralyzed persons for use in the event of a power failure pursuant to Tex. Loc. Gov't Code § 81.032 and to correct the fiscal impact information that appeared under the said Agenda Item #8 in relation to the donation.
9. Discuss, consider and take appropriate action regarding acceptance of donation(s) of Girl Scout Cookies to the Williamson County Emergency Services Department from the Girl Scouts of Central Texas pursuant to Tex. Loc. Gov't Code § 81.032.
10. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, December 2020 Monthly Report in compliance with Code of Criminal Procedure § 103.005.
11. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, January 2021 Monthly Report in compliance with Code of Criminal Procedure § 103.005.
12. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, February 2021 Monthly Report in compliance with Code of Criminal Procedure § 103.005.
13. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, March 2021 Monthly Report in compliance with Code of Criminal Procedure § 103.005.
14. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive competitive sealed proposals for Bank Depository under RFP T4166.

15. Discuss, consider and acknowledge the Williamson County Sheriffs award of the Williamson County Jail Commissary Services Contract to Keefe Commissary Network, LLC (in association RFT T3071 pursuant to Local Government Code § 351.0415).
16. Discuss, consider and take appropriate action on approving the interlocal agreement ILA between North Texas Council of Governments and Williamson County for the North Texas Share cooperative purchasing program, and authorizing execution of the agreement.
17. Discuss, consider and take appropriate action on awarding IFB #T3822 for a narrow aisle forklift to the lowest responsive bidder Toyota Lift of South Texas Doggett Equipment Services Group in the amount of \$76,428.00.
18. Discuss, consider and take appropriate action on approving agreement between Williamson County and Vaughn Construction for the installation of evidence lockers at the Williamson County Sheriffs Office Jail in the not-to-exceed amount of \$32,682.80 per the Choice Partners Contract Number #15/041JN-16 and authorizing the execution of this agreement.
19. Discuss, consider and take appropriate action approving the services between Williamson County and Randy Austin d/b/a The Drywall Company to provide repairs and painting to the Williamson County Health District in the not-to-exceed amount of \$76,600.00 and exempting this purchase from the competitive bidding requirements per Texas Local Government Code Section 262.024.(a)(2) (an item necessary to preserve or protect the public health or safety of the residents of the county).
20. Discuss, consider, and take appropriate action on approving Professional Service Agreements for facade repairs with the most qualified firm, Engineered Exteriors, for the County Justice Center in the not-to-exceed amount of \$4,000 and for the Williamson County Jail in the not-to-exceed amount of \$4,900, and authorizing the execution of the agreements.
21. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for as-Tradesman's Industrial Park and 79 Business Park Milling, Sealing and Overlay under T4178 IFB.
22. Discuss, consider and take appropriate action on approving the purchase between Williamson County and New Holland for a New Holland Powerstar 110, No Loader, Cab, Front Weights 4X4 for the Road and Bridge department in the amount of \$69,361.00 per the terms of Buy Board co-contract #611-20 and authorizing the execution of this purchase.
23. Discuss, consider and take appropriate action on authorizing the First Addendum to Herbicides Contract #1911 with Nutrien Ag Solutions, Inc. for the same pricing, terms and conditions as the existing contract, with the exception of a manufacturing price increase for the two items identified in First Addendum for the remainder of renewal option period 1 term September 24, 2020 – September 23, 2021.

24. Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 5 under Williamson County Contract between Diamond Surveying and Williamson County dated May 19, 2020 for Surveying Services CR 307 North of CR 305 Jarrell. Funding source: P394.
25. Discuss, consider and take appropriate action regarding the temporary closing of CR 466 for utility work.
26. Discuss, consider and take appropriate action on approval of the final plat for the Rancho Santa Fe Section 3 subdivision – Precinct 2.
27. Discuss, consider and take appropriate action on approval of the final plat for the Braun Parkway subdivision – Precinct 2.
28. Discuss, consider and take appropriate action on approval of the preliminary plat for the Piper Run subdivision – Precinct 4.

REGULAR AGENDA

29. Hear presentation from Alvin Lankford, Chief Appraiser, Williamson Central Appraisal District.
30. Discuss, consider, and take appropriate action on proclaiming May 2021 as Elder Abuse Prevention Month in Williamson County.
31. Discuss, consider, and take appropriate action on proclaiming May 9-15, 2021 as National Prevention Week in Williamson County.
32. Discuss, consider and take appropriate action on funding matters relating to Coronavirus Aid, Relief, and Economic Security (CARES) Act and the American Rescue Plan Act of 2021 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 American Rescue Plan funding, as well as possible future funding and allocation plans in relation to CARES Act and American Rescue Plan funds.
33. Discuss, consider and take appropriate action on increasing the Over 65 Property Tax Exemption from \$30,000 to \$50,000 and the Disabled Person Exemption from \$20,000 to \$25,000.
34. Discuss, consider and take appropriate action on the process to begin a Request for Qualifications for Strategic Plan Consulting Services.
35. Discuss, consider and take appropriate action to ratify and approve a Memorandum of Understanding between Williamson County and Encompass Health Round Rock relating to the care of an inmate of the Williamson County Jail.

36. Discuss, consider and take appropriate action on approving an Interlocal agreement between Williamson County (MOT) and the City of Cedar Park (PD).
37. Discuss, consider and take appropriate action on approving the Memorandum of Understanding between LifeSteps Council on Alcohol and Drugs and Williamson County.
38. Discuss, consider, and take appropriate action on approving a memorandum of understanding between the Federal Bureau of Investigation and Williamson County Emergency Medical Services.
39. Discuss, consider and take appropriate action on hiring a consultant firm to provide administration over our 457B program, as well as appointing an oversight committee.
40. Discuss, consider and take appropriate action on updates to the Employee Policy Manual to be effective October 1, 2021.
41. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the Mobile Outreach Team.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367400	Donations	\$500.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0341.003670	Use of Donations	\$500.00

43. Discuss, consider and take appropriate action on approving an agreement between Williamson County and Security Design, Inc. dba Cornerstone Detention for an Upgrade to Guard1 Real Time System in the not-to-exceed amount of \$9,437.00 and authorizing the execution of this agreement.
44. Receive updates on the Department of Infrastructure projects and issues.
45. Discuss, consider, and take appropriate action regarding an Antiquities Permit Application for archeological survey permit, obtained as part of the Texas Historical Commission permit process required as part of the environmental investigations on the FM 3349 / US 79 Interchange project, a Road Bond Project in Commissioner Pct. 4.

46. Discuss, consider and take appropriate action on a relocation claim with Raymond and Pamela Cantrell (Parcel 45) for the actual moving costs associated with the right of way acquisition for the Liberty Hill Bypass project. Funding Source: Road Bonds P346

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)."

47. A. Real Estate Owned by Third Parties

Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties

- a) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
 - b) Discuss the acquisition of real property for CR 176 at RM 2243
 - c) Discuss the acquisition of real property: CR 278
 - d) Discuss the acquisition of real property for County Facilities.
 - e) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
 - f) Discuss the acquisition of real property for SH 29 @ DB Wood.
 - g) Discuss the acquisition of real property for CR 366.
 - h) Discuss the acquisition of real property for N. Mays.
 - i) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
 - j) Discuss the acquisition of real property for CR 111.
 - k) Discuss the acquisition of real property for Corridor H
 - l) Discuss the acquisition of real property for future SH 29 corridor.
 - m) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
 - n) Discuss the acquisition of right-of-way for Corridor C.
 - o) Discuss the acquisition of right-of-way for Corridor F.
 - p) Discuss the acquisition of right-of-way for Corridor D.
 - q) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
 - r) Discuss the acquisition of right-of-way for Reagan extension.
 - s) Discuss the acquisition of real property for the Brushy Creek Trail Project.
 - t) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
 - u) Discuss the acquisition of the MKT Right of Way
 - v) Discuss acquisition of drainage easement in relation to County Road 176
- 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 uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)

- c) Discuss property usage at Longhorn Junction
 - d) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
 - e) Discuss county owned property located at Ed Schmidt Boulevard Hutto, Texas
 - f) Discuss the sale of property located at 900 S Main St., Taylor, 76574
- C. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1

48. 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) Project Crystal
- c) Project Winston
- d) Project Solo
- e) Project Stamp

49. Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.), including the following:

- a) Litigation or claims or potential litigation or claims against the County or by the County
- b) Status Update-Pending Cases or Claims;
- c) Employee/personnel related matters
- d) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
- e) Civil Action No. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.
- f) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
- g) 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.
- h) 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
- i) Claim of Regina Wright.
- j) 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.
- k) 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.
- l) Case Number 1:20-cv-01068-LY; *Javier Ambler, Sr., et al. v. Williamson County, Texas*, , In the United States District Court for the Western District of Texas, Austin Division.
- m) Case 1:20-cv-00927-LY; Heather Vargas v. Williamson County, Texas; In The United States District Court for the Western District Of Texas Austin Division.
- n) 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.
- o) 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.
- p) Potential legal claims, demands and/or litigation against The Travelers Indemnity Company (Travelers).
- q) Case 1:21-cv-00388-RP; Ramsey Mitchell vs. Williamson County, Robert Chody, Zachary Camden, Mark Luera, et al.; In the United States District Court for the Western District Of Texas, Austin Division.
- r) Civil Action No. 1:21-CV-74; Scott Phillip Lewis v. Williamson County, Texas; In the United States District Court for the Western District Of Texas, Austin Division.
- s) Shamona Harris - EEOC Charge #451-2021-00812.
- t) Legal matters and claims relating to the City of Austin purchasing property in Williamson County for

purposes of operating temporary or permanent housing of homeless in Williamson County.

u) Notice of Charge of Discrimination - Bhavani Madiseti-Vemireddy TWCCRD Charge No.: 1A21443/EEOC Charge No.: 31C-2021-00348C.

v) Civil Action No. 1:21-cv-00172-LY; Charles William Thornburg v. Williamson County, Texas; Robert Chody, et al.; In the United States District Court for the Western District Of Texas, Austin Division.

w) Cause No. D-1-Gn-21-000215; Mohammad Mahmood v. Williamson County Constable Office; In the 353rd Judicial District of Travis County, Texas.

x) Civil Action No. 1:21-cv-00275; Big Fish Entertainment LLC v. Williamson County Sheriff's Office et al.; In the United States District Court for the Western District Of Texas, Austin Division.

y) Cause No. 20-1964-C395; Robert Chody v. Michael Gleason, In the 395th Judicial District Court of Williamson County, Texas.

z) EEOC Charge of Discrimination #451-2021-01357 – Jesse Gomez.

aa) Civil Action No. 1:21-cv-00350; Imani Nembhard v. Williamson County, Robert Chody and Christopher Pisa; In the United States District Court for the Western District Of Texas, Austin Division.

bb) Civil Action No. 1:21-cv-00350; Gary Watsky v. Williamson County, Robert Chody, Mark Luera, Steve Deaton, et al.; In the United States District Court for the Western District Of Texas, Austin Division.

- 50.** 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)

- 51.** Discuss and take appropriate action concerning economic development.
- 52.** Discuss and take appropriate action concerning real estate.
- 53.** Discuss, consider and take appropriate action on pending or contemplated litigation, settlement matters and other legal matters, including the following:
- a) Litigation or claims or potential litigation or claims against the County or by the County
 - b) Status Update-Pending Cases or Claims;
 - c) Employee/personnel related matters
 - d) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
 - e) Civil Action No. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.
 - f) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
 - g) 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.
 - h) 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

- i) Claim of Regina Wright.
- j) 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.
- k) 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.
- l) Case Number 1:20-cv-01068-LY; *Javier Ambler, Sr., et al. v. Williamson County, Texas*, , In the United States District Court for the Western District of Texas, Austin Division.
- m) Case 1:20-cv-00927-LY; Heather Vargas v. Williamson County, Texas; In The United States District Court for the Western District Of Texas Austin Division.
- n) 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.
- o) 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.
- p) Potential legal claims, demands and/or litigation against The Travelers Indemnity Company (Travelers).
- q) Case 1:21-cv-00388-RP; Ramsey Mitchell vs. Williamson County, Robert Chody, Zachary Camden, Mark Luera, et al.; In the United States District Court for the Western District Of Texas, Austin Division.
- r) Civil Action No. 1:21-CV-74; Scott Phillip Lewis v. Williamson County, Texas; In the United States District Court for the Western District Of Texas, Austin Division.
- s) Shamona Harris - EEOC Charge #451-2021-00812.
- t) Legal matters and claims relating to the City of Austin purchasing property in Williamson County for purposes of operating temporary or permanent housing of homeless in Williamson County.
- u) Notice of Charge of Discrimination - Bhavani Madiseti-Vemireddy TWCCRD Charge No.: 1A21443/EEOC Charge No.: 31C-2021-00348C.
- v) Civil Action No. 1:21-cv-00172-LY; Charles William Thornburg v. Williamson County, Texas; Robert Chody, et al.; In the United States District Court for the Western District Of Texas, Austin Division.
- w) Cause No. D-1-Gn-21-000215; Mohammad Mahmood v. Williamson County Constable Office; In the 353rd Judicial District of Travis County, Texas.
- x) Civil Action No. 1:21-cv-00275; Big Fish Entertainment LLC v. Williamson County Sheriff's Office et al.; In the United States District Court for the Western District Of Texas, Austin Division.
- y) Cause No. 20-1964-C395; Robert Chody v. Michael Gleason, In the 395th Judicial District Court of Williamson County, Texas.
- z) EEOC Charge of Discrimination #451-2021-01357 – Jesse Gomez.
- aa) Civil Action No. 1:21-cv-00350; Imani Nembhard v. Williamson County, Robert Chody and Christopher Pisa; In the United States District Court for the Western District Of Texas, Austin Division.
- bb) Civil Action No. 1:21-cv-00350; Gary Watsky v. Williamson County, Robert Chody, Mark Luera, Steve Deaton, et al.; In the United States District Court for the Western District Of Texas, Austin Division.

- 54.** 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.

55. 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 6th day of May 2021 at 5:00 PM and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session**4.****Meeting Date:** 05/11/2021

LIT for Road and Bridge

Submitted For: Terron Evertson**Submitted By:** Daribel
Texidor,
Infrastructure
Division: Road & Bridge**Department:** Infrastructure**Agenda Category:** Consent

Information**Agenda Item**

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

Background

This transfer is necessary in order to process the purchase of a 10,000 gallon water tank for the Road and Bridge Division.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-003001	Small Equipment & Tools	\$1,612.89
To	0200-0210-005003	Equipment > \$5,000	\$1,612.89

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Daribel Texidor

Final Approval Date: 04/29/2021

Reviewed By

Andrea Schiele

Date

04/29/2021 10:41 AM

Started On: 04/29/2021 10:13 AM

Commissioners Court - Regular Session**5.****Meeting Date:** 05/11/2021

Line Item Transfer

Submitted By: Wendy Coco, WC Radio Communication System (RCS)**Department:** WC Radio Communication System (RCS)**Agenda Category:** Consent

Information**Agenda Item**

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

Background

This line item transfer is necessary to cover airfare, hotel and per diem costs associated with 2 Motorola training classes in Florida. Training had been canceled and changed to virtual due to COVID in the previous fiscal year and monies were not allocated this fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM:	0100-0587-004100	Professional Services	1000.00
FROM:	0100-0587-003523	Parts	1800.00
TO:	0100-0587-004232	Training, Conferences, Seminar	2800.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Wendy Coco

Final Approval Date: 05/04/2021

Reviewed By

Andrea Schiele

Ashlie Holladay

Date

05/04/2021 03:05 PM

05/04/2021 03:24 PM

Started On: 05/03/2021 03:34 PM

Commissioners Court - Regular Session**6.****Meeting Date:** 05/11/2021

Line Item Transfer All District Courts Department

Submitted By: Julie Kiley, County Auditor**Department:** County Auditor**Agenda Category:** Consent

Information**Agenda Item**

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

Background

The transfer is requested in order to pay invoices due from Fiscal Year 2020.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0435.004125	Transcripts	\$1,103.81
To	0100.0435.004621	Copier Rental & Supplies	\$1,103.81

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Julie Kiley

Final Approval Date: 05/04/2021

Reviewed By

Andrea Schiele

Ashlie Holladay

Date

05/04/2021 03:45 PM

05/04/2021 04:23 PM

Started On: 05/03/2021 05:30 PM

Commissioners Court - Regular Session**7.****Meeting Date:** 05/11/2021

Property Tax Refunds – Over 2500 – Thru 05/05/2021

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving property tax refunds over \$2,500.00 thru 05/05/2021 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

041521-050521Refunds Over 2500

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Renee Clark

Final Approval Date: 05/05/2021

Reviewed By

Andrea Schiele

Date

05/05/2021 09:45 AM

Started On: 05/05/2021 09:40 AM



Date: May 5, 2021

To: Members of the Commissioners Court

From: Larry Gaddes PCAC, CTA

Larry Gaddes PCAC, C T A
Tax Assessor/Collector

Subject: Property Tax Refunds

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

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

Thank you.

Main Office and Mailing Address:

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

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

Annex Locations:

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

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

9:34 AM
05/05/21

Property Tax
Account QuickReport
As of May 5, 2021

Type	Date	Num	Name	Memo	Amount
Refunds Payable - Taxpayers					
Check	05/05/2021	80306	GREGORY FUNDING LLC	R361602 - Erroneous Payment	-14,888.99
Total Refunds Payable - Taxpayers					-14,888.99
TOTAL					-14,888.99

Commissioners Court - Regular Session**8.****Meeting Date:** 05/11/2021

MOT Acceptance of Donation

Submitted For: Melanie Denny**Submitted By:** Melanie Denny, County Auditor**Department:** County Auditor**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action to rescind the action taken on Agenda Item #8 from the May 4, 2021 Regular Session of the Williamson County Commissioners Court; and to approve the acceptance of a donation of \$500 (check) from Central Texas Together (Meenal McNary) to be used to purchase a generator(s) for oxygen dependent and/or paralyzed persons for use in the event of a power failure pursuant to Tex. Loc. Gov't Code § 81.032 and to correct the fiscal impact information that appeared under the said Agenda Item #8 in relation to the donation.

Background

The fiscal impact on the May 4th agenda was incomplete and this proposed action would rescind the prior action and correct the fiscal impact. A revenue amendment and an expenditure budget amendment for the \$500.00 donation to purchase of the generator(s) appear as separate agenda items on the May 11, 2021 Regular Agenda for Commissioners Court approval.

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: Melanie Denny

Final Approval Date: 05/05/2021

Reviewed By

Andrea Schiele

Date

05/05/2021 04:17 PM

Started On: 05/04/2021 01:47 PM

Commissioners Court - Regular Session**9.****Meeting Date:** 05/11/2021

Donation of Girl Scout Cookies to Emergency Services

Submitted For: Chris Connealy**Submitted By:** Damaris Morales,
Emergency Services
Dept.**Department:** Emergency Services Dept.**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action regarding acceptance of donation(s) of Girl Scout Cookies to the Williamson County Emergency Services Department from the Girl Scouts of Central Texas pursuant to Tex. Loc. Gov't Code § 81.032.

Background

Girl Scout Troops 2660, 45008, 45010 and 45012 donated 125 cases of cookies for first responders that was received at Emergency Services and distributed.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

ES Girl Scout Cookie Donation Form

Form Review**Inbox**

County Judge Exec Asst.

Emergency Services Dept. (Originator)

Form Started By: Damaris Morales

Final Approval Date: 05/03/2021

Reviewed By

Andrea Schiele

Damaris Morales

Date

04/30/2021 10:45 AM

05/03/2021 11:25 AM

Started On: 04/30/2021 09:07 AM



NOTICE OF DONATION

Recipient Name: Wilco Emergency Services - Damaris Morales
Recipient Email: damaris.morales@wilco.org

Donated Item:

- \$4.00 Cookie (Total Cases): 125
- \$5.00 Cookie (Total Cases): _____
- Total Cases Donated: 125
- Total Boxes Donated: 1500

Retail Value:

- \$4.00 Cookie: \$6.000
- \$5.00 Cookie: _____
- Total Retail Value: \$6.000

Location of Pickup:

Recipient Signature: _____ Recipient Printed Name: _____

Authorized Signature: Stephane

Please note that the use of donated cookies does not allow the recipient to sell, trade, barter, or otherwise transfer the donated cookies for money, property, or services for the recipient nor can donated cookies be used for fundraisers, raffles, or auctions; or sold to retail stores, web sites, flea markets, or in any other manner either domestically or internationally.

Please note that all cookies donated by Girl Scouts of Central Texas are donated in "As Is" condition. Girl Scouts of Central Texas does not guarantee that donated cookies are fit for any specific purpose or use.

Please note that all Girl Scout Cookies, excluding Caramel Chocolate Chip, must be consumed or frozen by September 1, 2021. Gluten-Free Trios must be consumed or frozen by July 1, 2021. Girl Scouts of Central Texas will not be held liable for any actions resulting from the improper storage of, misuse of, or condition of the cookies upon receipt by Recipient.

Commissioners Court - Regular Session**10.****Meeting Date:** 05/11/2021

Justice of the Peace 3 DECEMBER 2020 Monthly Report

Submitted For: Evelyn McLean**Submitted By:** Mary Alcala, J.P. Pct. #3**Department:** J.P. Pct. #3**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, December 2020 Monthly Report in compliance with Code of Criminal Procedure § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

December 2020 - CCP 103

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Mary Alcala

Final Approval Date: 04/28/2021

Reviewed By

Andrea Schiele

Date

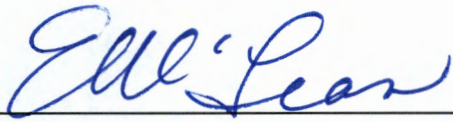

04/28/2021 03:31 PM

Started On: 04/28/2021 11:38 AM

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

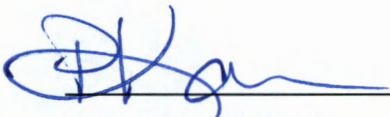
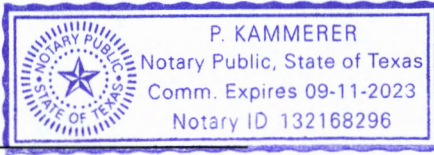
**THE STATE OF TEXAS
COUNTY OF WILLIAMSON**

Before me, the undersigned authority, on this day personally appeared Evelyn McLean, Justice of the Peace, Precinct 3, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of December, 2020.

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

On this 10th day of February 2021, to certify which witness my hand and seal of office.

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

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 12/01/2020 - 12/31/2020 Case Categories: Civil
Locations: JP3

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

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	5,284.75
01-0100-0000-341903 - CIVIL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341903: 01-0100-0000-341903 - Fees of Office, Const. PCT #3	5,770.00
01-0399-0000-208354 - Judicial/Court Train Fee Due to State	L-004-3-01-0399-0000-208354: 01-0399-0000-208354 - Judicial/Court Train Fee Due to State	1,045.00
0100 - General Fund Total:		12,099.75
0399 - State Agency Fund		
01-0399-0000-208022 - Justice Courts Civil Electronic Filing	L-004-3-01-0399-0000-208022: 01-0399-0000-208022 - JP Ct. Civil Electronic Filing Fee	2,090.00
01-0399-0000-208822 - JP CIVIL LEGAL FEE FOR INDIGEN	L-004-3-01-0399-0000-208822: 01-0399-0000-208822 - JP Civil Legal Fee for Indigent	1,254.00
0399 - State Agency Fund Total:		3,344.00
Fee Totals for All Funds:		15,443.75

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 12/01/2020 - 12/31/2020 Case Categories: Civil
Locations: JP3

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

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
CCOP	Civil Copies	17.25	8	0.00	0	0.00	0	17.25	8
CERT	Certified Copy	10.50	2	0.00	0	0.00	0	10.50	2
CONT3	Constable Service Fee Pct #3	5,320.00	59	0.00	0	0.00	0	5,320.00	59
EFF	Electronic Filing Fee	2,090.00	209	0.00	0	0.00	0	2,090.00	209
ISF	Indigent Legal Services Fee	1,254.00	209	0.00	0	0.00	0	1,254.00	209
JCF	Civil Filing Fee	5,000.00	200	0.00	0	0.00	0	5,000.00	200
JCTF	Judicial/Court Training Fee Due to State	1,045.00	209	0.00	0	0.00	0	1,045.00	209
JURY	Jury Fee	22.00	1	0.00	0	0.00	0	22.00	1
SCFF	Small Claims Filing Fee	200.00	8	0.00	0	0.00	0	200.00	8
WPOSS	Writ of Possession	10.00	2	0.00	0	0.00	0	10.00	2
WREEN	Writ of Re-entry	25.00	1	0.00	0	0.00	0	25.00	1
WSF3	JP3 - Writ Service Fee	450.00	3	0.00	0	0.00	0	450.00	3
Fee Code Summary Totals		Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
		15,443.75	911	0.00	0	0.00	0	15,443.75	911

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 12/01/2020 - 12/31/2020

Case Categories: Criminal

Locations: JP3

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

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207013 - Due to City of Jarrell	L-004-3-01-0100-0000-207013: 01-0100-0000-207013 - Due to City of Jarrell	1.08
01-0100-0000-207017 - Collections Agency Fee	L-004-3-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	2,869.64
01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	L-004-3-01-0100-0000-209600: 01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	923.10
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-3-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	161.04
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	3,401.14
01-0100-0000-341913 - CRIMINAL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341913: 01-0100-0000-341913 - Fees of Office, Crim. Const PCT #3	934.57
01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4	L-004-3-01-0100-0000-341914: 01-0100-0000-341914 - Fees of Office, Crim. Const PCT #4	5.00
01-0100-0000-351303 - FINES, JP PCT-3	L-004-3-01-0100-0000-351303: 01-0100-0000-351303 - FINES, JP PCT #3	48,124.27
01-0100-0000-370500 - Miscellaneous Revenue	L-004-3-01-0100-0000-370500: 01-0100-0000-370500 - Miscellaneous Revenue	4.00
01-0100-0453-004002 - JP3 Juror Payments	L-004-3-01-0100-0453-004002: 01-0100-0453-004002 - JP3 Juror Payments	685.38
0100 - General Fund Total:		57,109.22
0361 - JP Security Fund		
01-0361-0000-341153 - JP 3 SECURITY FEES	L-004-3-01-0361-0000-341153: 01-0361-0000-341153 - JP 3 SECURITY FEES	242.83
0361 - JP Security Fund Total:		242.83
0367 - JP-3 Truancy Program Fund		
01-0367-0000-370000 - JP-3 Truancy Program Fees	L-004-3-01-0367-0000-370000: 01-0367-0000-370000 - JP-3 Truancy Program Fee	303.62
0367 - JP-3 Truancy Program Fund Total:		303.62
0372 - Justice Court Technology Fund		
01-0372-0000-341143 - JP 3 TECHNOLOGY FEES	L-004-3-01-0372-0000-341143: 01-0372-0000-341143 - JP #3 TECHNOLOGY FEES	242.87
0372 - Justice Court Technology Fund Total:		242.87

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 12/01/2020 - 12/31/2020

Case Categories: Criminal

Locations: JP3

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

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	L-004-3-01-0399-0000-208033: 01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	112.94
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	2,420.15
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-3-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	241.99
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-3-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	362.96
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-3-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	389.83
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-3-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	4.09
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-3-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	708.82
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-3-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	121.03
01-0399-0000-208720 - SEATBELT FINES	L-004-3-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	62.50
01-0399-0000-208750 - TLFTA FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208750: 01-0399-0000-208750 - Traffic Law Failure To Appear	695.71
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-3-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	2,880.00
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-3-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	143.29
0399 - State Agency Fund Total:		8,143.31
Fee Totals for All Funds:		66,041.85

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 12/01/2020 - 12/31/2020 Case Categories: Criminal
Locations: JP3

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

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
AFDPS	Arrest Fee - DPS (CCP 102.011)	229.61	64	0.00	0	0.00	0	229.61	64
AFJP	Arrest Fee - Jarrell Police Department (CCP 102.011)	1.08	1	0.00	0	0.00	0	1.08	1
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	57.57	14	0.00	0	0.00	0	57.57	14
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	2,420.15	82	0.00	0	0.00	0	2,420.15	82
CFINE	County Fine	48,124.27	437	0.00	0	0.00	0	48,124.27	437
CHS	Courthouse Security Fee (CCP 102.017)	182.15	83	0.00	0	0.00	0	182.15	83
CHSJC	JP Security Fee (CCP 102.017)	60.68	83	0.00	0	0.00	0	60.68	83
COLLFEE	Collection Agency Fee	2,869.64	48	0.00	0	0.00	0	2,869.64	48
CSFF	Child Safety Fee (CCP 102.014(d))	20.00	1	0.00	0	0.00	0	20.00	1
DDF	Deferred Disposition Fee	3,259.54	41	0.00	0	0.00	0	3,259.54	41
DSC	Driver's Safety Course Fee (CCP 45.0511(f1))	21.12	3	0.00	0	0.00	0	21.12	3
FNTC1	Child Safety Seat Fine Trauma Center	62.50	1	0.00	0	0.00	0	62.50	1
IDF	Indigent Defense Fee (LGC 133.107)	121.03	82	0.00	0	0.00	0	121.03	82
JCTF	Justice Court Technology Fee (CCP 102.0173)	242.87	83	0.00	0	0.00	0	242.87	83
JF	Jury Fee	2.55	1	0.00	0	0.00	0	2.55	1
JFR	Jury Reimbursement Fee (CCP 102.0045)	241.99	82	0.00	0	0.00	0	241.99	82
JFTA	Jury Failure To Appear	685.38	1	0.00	0	0.00	0	685.38	1
JS	Jury Summons Fee	4.23	1	0.00	0	0.00	0	4.23	1
JTP	Juvenile Truancy Program (CCP 102.0174)	303.62	83	0.00	0	0.00	0	303.62	83
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	56.47	78	0.00	0	0.00	0	56.47	78
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	56.47	78	0.00	0	0.00	0	56.47	78
JUSFC	Judicial Support Fund - County (LGC 133.105)	36.26	82	0.00	0	0.00	0	36.26	82
JUSFS	Judicial Support Fund - State (LGC 133.105)	326.70	82	0.00	0	0.00	0	326.70	82
LT10	Overpayments < \$10	4.00	2	0.00	0	0.00	0	4.00	2
MVF	Moving Violation Fee (CCP 102.022)	4.09	58	0.00	0	0.00	0	4.09	58
OMNI	OMNI Fee	139.17	30	0.00	0	0.00	0	139.17	30
OMNIC	OMNI Fee - County	92.76	30	0.00	0	0.00	0	92.76	30
OMNIS	OMNI Fee - State	463.78	30	0.00	0	0.00	0	463.78	30
SFC3	Service/Arrest Fee - Const. 3	29.23	6	0.00	0	0.00	0	29.23	6

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 12/01/2020 - 12/31/2020 Case Categories: Criminal
Locations: JP3

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

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
SFC4	Service/Arrest Fee - Const. 4	5.00	1	0.00	0	0.00	0	5.00	1
SFMCWV	State Fine - Motor Carrier Weight Violation	2,880.00	7	0.00	0	0.00	0	2,880.00	7
STF	State Traffic Fee (TC 542.4031)	708.82	36	0.00	0	0.00	0	708.82	36
TPC	Time Payment Fee - County	58.49	9	0.00	0	0.00	0	58.49	9
TPS	Time Payment Fee - State	84.80	13	0.00	0	0.00	0	84.80	13
TPWF	Texas P&W Fine	923.10	9	0.00	0	0.00	0	923.10	9
UFA	Uniform Traffic Act (TC 542.403)	97.93	48	0.00	0	0.00	0	97.93	48
WARC3	Warrant Fee - Constable Pct. 3	901.11	23	0.00	0	0.00	0	901.11	23
WCSO	Williamson County Sheriff	103.47	3	0.00	0	0.00	0	103.47	3
WFDPS	Warrant Fee - DPS	160.22	7	0.00	0	0.00	0	160.22	7
Fee Code Summary Totals		Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
		66,041.85	1,823	0.00	0	0.00	0	66,041.85	1,823

Commissioners Court - Regular Session**11.****Meeting Date:** 05/11/2021

Justice of the Peace 3 JANUARY 2021 Monthly Report

Submitted For: Evelyn McLean**Submitted By:** Mary Alcala, J.P. Pct. #3**Department:** J.P. Pct. #3**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, January 2021 Monthly Report in compliance with Code of Criminal Procedure § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

January 2021 - CCP 103

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Mary Alcala

Final Approval Date: 04/28/2021

Reviewed By

Andrea Schiele

Date

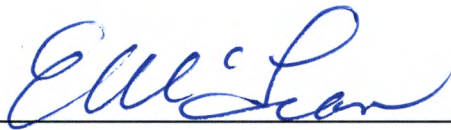
04/28/2021 03:32 PM

Started On: 04/28/2021 11:42 AM

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

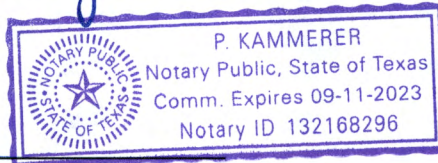

**THE STATE OF TEXAS
COUNTY OF WILLIAMSON**

Before me, the undersigned authority, on this day personally appeared Evelyn McLean, Justice of the Peace, Precinct 3, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of January, 2021.



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

On this 10th day of February, 2021, to certify which witness my hand and seal of office.



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

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 01/01/2021 - 01/31/2021

Case Categories: Civil

Locations: JP3

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

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	5,818.50
01-0100-0000-341903 - CIVIL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341903: 01-0100-0000-341903 - Fees of Office, Const. PCT #3	6,800.00
01-0399-0000-208354 - Judicial/Court Train Fee Due to State	L-004-3-01-0399-0000-208354: 01-0399-0000-208354 - Judicial/Court Train Fee Due to State	1,140.00
0100 - General Fund Total:		13,758.50
0399 - State Agency Fund		
01-0399-0000-208022 - Justice Courts Civil Electronic Filing	L-004-3-01-0399-0000-208022: 01-0399-0000-208022 - JP Ct. Civil Electronic Filing Fee	2,280.00
01-0399-0000-208822 - JP CIVIL LEGAL FEE FOR INDIGEN	L-004-3-01-0399-0000-208822: 01-0399-0000-208822 - JP Civil Legal Fee for Indigent	1,368.00
0399 - State Agency Fund Total:		3,648.00
Fee Totals for All Funds:		17,406.50

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 01/01/2021 - 01/31/2021 Case Categories: Civil
Locations: JP3

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

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
AB	Abstract	35.00	6	0.00	0	0.00	0	35.00	6
CCFF	Counter/Cross Claim Filing Fee	50.00	2	0.00	0	0.00	0	50.00	2
CCOP	Civil Copies	2.00	1	0.00	0	0.00	0	2.00	1
CERT	Certified Copy	14.50	3	0.00	0	0.00	0	14.50	3
CONT3	Constable Service Fee Pct #3	5,600.00	65	0.00	0	0.00	0	5,600.00	65
EFF	Electronic Filing Fee	2,280.00	228	0.00	0	0.00	0	2,280.00	228
ISF	Indigent Legal Services Fee	1,368.00	228	0.00	0	0.00	0	1,368.00	228
JCF	Civil Filing Fee	5,475.00	219	0.00	0	0.00	0	5,475.00	219
JCTF	Judicial/Court Training Fee Due to State	1,140.00	228	0.00	0	0.00	0	1,140.00	228
JURY	Jury Fee	22.00	1	0.00	0	0.00	0	22.00	1
SCFF	Small Claims Filing Fee	175.00	7	0.00	0	0.00	0	175.00	7
WEXEC	Writ of Execution	15.00	3	0.00	0	0.00	0	15.00	3
WGAR	Writ of Garnishment	5.00	1	0.00	0	0.00	0	5.00	1
WPOSS	Writ of Possession	25.00	5	0.00	0	0.00	0	25.00	5
WSF3	JP3 - Writ Service Fee	1,200.00	8	0.00	0	0.00	0	1,200.00	8
Fee Code Summary Totals		Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
		17,406.50	1,005	0.00	0	0.00	0	17,406.50	1,005

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 01/01/2021 - 01/31/2021

Case Categories: Criminal

Locations: JP3

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

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207013 - Due to City of Jarrell	L-004-3-01-0100-0000-207013: 01-0100-0000-207013 - Due to City of Jarrell	3.65
01-0100-0000-207017 - Collections Agency Fee	L-004-3-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	3,091.48
01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	L-004-3-01-0100-0000-209600: 01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	333.20
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-3-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	280.54
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	2,010.91
01-0100-0000-341913 - CRIMINAL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341913: 01-0100-0000-341913 - Fees of Office, Crim. Const PCT #3	566.96
01-0100-0000-351303 - FINES, JP PCT-3	L-004-3-01-0100-0000-351303: 01-0100-0000-351303 - FINES, JP PCT #3	57,887.15
01-0100-0000-370500 - Miscellaneous Revenue	L-004-3-01-0100-0000-370500: 01-0100-0000-370500 - Miscellaneous Revenue	1.00
0100 - General Fund Total:		64,174.89
0361 - JP Security Fund		
01-0361-0000-341153 - JP 3 SECURITY FEES	L-004-3-01-0361-0000-341153: 01-0361-0000-341153 - JP 3 SECURITY FEES	307.18
0361 - JP Security Fund Total:		307.18
0365 - Child Safety Fund		
01-0365-0000-341161 - JP CHILD SAFETY FEE	L-004-3-01-0365-0000-341161: 01-0365-0000-341161 - JP CHILD SAFETY FEE	50.00
0365 - Child Safety Fund Total:		50.00
0367 - JP-3 Truancy Program Fund		
01-0367-0000-370000 - JP-3 Truancy Program Fees	L-004-3-01-0367-0000-370000: 01-0367-0000-370000 - JP-3 Truancy Program Fee	378.97
0367 - JP-3 Truancy Program Fund Total:		378.97
0372 - Justice Court Technology Fund		
01-0372-0000-341143 - JP 3 TECHNOLOGY FEES	L-004-3-01-0372-0000-341143: 01-0372-0000-341143 - JP #3 TECHNOLOGY FEES	307.20
0372 - Justice Court Technology Fund Total:		307.20

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 01/01/2021 - 01/31/2021 Case Categories: Criminal
Locations: JP3

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

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	L-004-3-01-0399-0000-208033: 01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	149.06
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	3,060.14
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-3-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	306.02
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-3-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	459.13
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-3-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	283.00
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-3-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	4.55
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-3-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	631.51
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-3-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	153.00
01-0399-0000-208720 - SEATBELT FINES	L-004-3-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	14.70
01-0399-0000-208750 - TLFTA FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208750: 01-0399-0000-208750 - Traffic Law Failure To Appear	1,080.60
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-3-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	4,485.00
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-3-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	121.49
0399 - State Agency Fund Total:		10,748.20
JP BOND		
01-0100-0000-207020 - JP3 Bond Liability Account	L-004-3-02-00002: JP3 Registry Bond Account Liability	250.00
JP BOND Total:		250.00
Fee Totals for All Funds:		76,216.44

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 01/01/2021 - 01/31/2021 Case Categories: Criminal
Locations: JP3

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

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
AFDPS	Arrest Fee - DPS (CCP 102.011)	256.05	65	0.00	0	0.00	0	256.05	65
AFJP	Arrest Fee - Jarrell Police Department (CCP 102.011)	3.65	2	0.00	0	0.00	0	3.65	2
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	123.60	29	0.00	0	0.00	0	123.60	29
CB	Cash Bond	250.00	1	0.00	0	0.00	0	250.00	1
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	3,060.14	96	0.00	0	0.00	0	3,060.14	96
CFINE	County Fine	57,887.15	505	0.00	0	0.00	0	57,887.15	505
CHS	Courthouse Security Fee (CCP 102.017)	230.35	97	0.00	0	0.00	0	230.35	97
CHSJC	JP Security Fee (CCP 102.017)	76.83	97	0.00	0	0.00	0	76.83	97
CJS	Criminal Judicial Support Fee (LGC 103.105)	0.60	1	0.00	0	0.00	0	0.60	1
COLLFEE	Collection Agency Fee	3,091.48	53	0.00	0	0.00	0	3,091.48	53
COPIES	Certified Copies	2.75	1	0.00	0	0.00	0	2.75	1
CSSF	Child Safety School Fee (CCP 102.014(c))	50.00	2	0.00	0	0.00	0	50.00	2
DDF	Deferred Disposition Fee	1,871.85	38	0.00	0	0.00	0	1,871.85	38
FNTC1	Child Safety Seat Fine Trauma Center	14.70	1	0.00	0	0.00	0	14.70	1
IDF	Indigent Defense Fee (LGC 133.107)	153.00	96	0.00	0	0.00	0	153.00	96
JCTF	Justice Court Technology Fee (CCP 102.0173)	307.20	97	0.00	0	0.00	0	307.20	97
JFR	Jury Reimbursement Fee (CCP 102.0045)	306.02	96	0.00	0	0.00	0	306.02	96
JTP	Juvenile Truancy Program (CCP 102.0174)	378.97	96	0.00	0	0.00	0	378.97	96
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	74.53	94	0.00	0	0.00	0	74.53	94
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	74.53	94	0.00	0	0.00	0	74.53	94
JUSFC	Judicial Support Fund - County (LGC 133.105)	45.35	95	0.00	0	0.00	0	45.35	95
JUSFS	Judicial Support Fund - State (LGC 133.105)	413.18	96	0.00	0	0.00	0	413.18	96
LT10	Overpayments < \$10	1.00	1	0.00	0	0.00	0	1.00	1
MVF	Moving Violation Fee (CCP 102.022)	4.55	59	0.00	0	0.00	0	4.55	59
OMNI	OMNI Fee	216.12	46	0.00	0	0.00	0	216.12	46
OMNIC	OMNI Fee - County	144.09	46	0.00	0	0.00	0	144.09	46
OMNIS	OMNI Fee - State	720.39	46	0.00	0	0.00	0	720.39	46
OPAY	Over Payments > \$10	43.90	1	0.00	0	0.00	0	43.90	1
SFC3	Service/Arrest Fee - Const. 3	30.00	5	0.00	0	0.00	0	30.00	5

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 01/01/2021 - 01/31/2021 Case Categories: Criminal
Locations: JP3

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

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
SFMCWV	State Fine - Motor Carrier Weight Violation	4,485.00	6	0.00	0	0.00	0	4,485.00	6
STF	State Traffic Fee (TC 542.4031)	631.51	29	0.00	0	0.00	0	631.51	29
TPC	Time Payment Fee - County	5.88	3	0.00	0	0.00	0	5.88	3
TPS	Time Payment Fee - State	115.61	12	0.00	0	0.00	0	115.61	12
TPWF	Texas P&W Fine	333.20	6	0.00	0	0.00	0	333.20	6
UFA	Uniform Traffic Act (TC 542.403)	92.41	41	0.00	0	0.00	0	92.41	41
WARC3	Warrant Fee - Constable Pct. 3	536.96	14	0.00	0	0.00	0	536.96	14
WCSO	Williamson County Sheriff	156.94	4	0.00	0	0.00	0	156.94	4
WFDPS	Warrant Fee - DPS	26.95	3	0.00	0	0.00	0	26.95	3
Fee Code Summary Totals		Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
		76,216.44	2,074	0.00	0	0.00	0	76,216.44	2,074

Commissioners Court - Regular Session**12.****Meeting Date:** 05/11/2021

Justice of the Peace 3 FEBRUARY 2021 Monthly Report

Submitted For: Evelyn McLean**Submitted By:** Mary Alcala, J.P. Pct. #3**Department:** J.P. Pct. #3**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, February 2021 Monthly Report in compliance with Code of Criminal Procedure § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

February 2021 - CCP 103

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Mary Alcala

Final Approval Date: 04/28/2021

Reviewed By

Andrea Schiele

Date

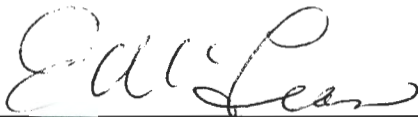
04/28/2021 03:32 PM

Started On: 04/28/2021 11:43 AM

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

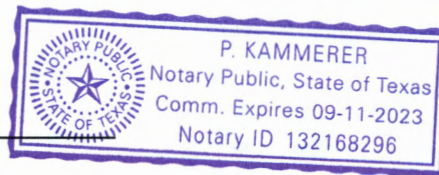
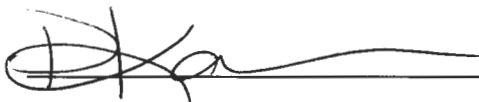
**THE STATE OF TEXAS
COUNTY OF WILLIAMSON**

Before me, the undersigned authority, on this day personally appeared Evelyn McLean, Justice of the Peace, Precinct 3, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of February, 2021.



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

On this 9th day of March 2021, to certify which witness my hand and seal of office.



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

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 02/01/2021 - 02/28/2021 Case Categories: Civil
Locations: JP3

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

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
AB	Abstract	10.00	2	0.00	0	0.00	0	10.00	2
CCFF	Counter/Cross Claim Filing Fee	25.00	1	0.00	0	0.00	0	25.00	1
CCOP	Civil Copies	13.25	7	0.00	0	0.00	0	13.25	7
CONT3	Constable Service Fee Pct #3	2,940.00	31	0.00	0	0.00	0	2,940.00	31
EFF	Electronic Filing Fee	1,720.00	172	0.00	0	0.00	0	1,720.00	172
ISF	Indigent Legal Services Fee	1,032.00	172	0.00	0	0.00	0	1,032.00	172
JCF	Civil Filing Fee	4,275.00	171	0.00	0	0.00	0	4,275.00	171
JCTF	Judicial/Court Training Fee Due to State	860.00	172	0.00	0	0.00	0	860.00	172
TRANS	Transcript	10.00	1	0.00	0	0.00	0	10.00	1
WEXEC	Writ of Execution	20.00	4	0.00	0	0.00	0	20.00	4
WPOSS	Writ of Possession	15.00	3	0.00	0	0.00	0	15.00	3
WSF3	JP3 - Writ Service Fee	1,050.00	7	0.00	0	0.00	0	1,050.00	7
Fee Code Summary Totals		Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
		11,970.25	743	0.00	0	0.00	0	11,970.25	743

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 02/01/2020 - 02/29/2020

Case Categories: Civil

Locations: JP3

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

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	5,095.00
01-0100-0000-341903 - CIVIL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341903: 01-0100-0000-341903 - Fees of Office, Const. PCT #3	7,610.00
01-0399-0000-208354 - Judicial/Court Train Fee Due to State	L-004-3-01-0399-0000-208354: 01-0399-0000-208354 - Judicial/Court Train Fee Due to State	1,000.00
0100 - General Fund Total:		13,705.00
0399 - State Agency Fund		
01-0399-0000-208022 - Justice Courts Civil Electronic Filing	L-004-3-01-0399-0000-208022: 01-0399-0000-208022 - JP Ct. Civil Electronic Filing Fee	2,000.00
01-0399-0000-208822 - JP CIVIL LEGAL FEE FOR INDIGEN	L-004-3-01-0399-0000-208822: 01-0399-0000-208822 - JP Civil Legal Fee for Indigent	1,200.00
0399 - State Agency Fund Total:		3,200.00
Fee Totals for All Funds:		16,905.00

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 02/01/2021 - 02/28/2021 Case Categories: Criminal
Locations: JP3

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

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
AFCA3	Arrest/Service Fee - Const. Pct. 3	5.00	1	0.00	0	0.00	0	5.00	1
AFDPS	Arrest Fee - DPS (CCP 102.011)	150.72	49	0.00	0	0.00	0	150.72	49
AFJP	Arrest Fee - Jarrell Police Department (CCP 102.011)	16.47	4	0.00	0	0.00	0	16.47	4
AFPW	Arrest Fee - Texas P&W (CCP 102.011)	10.00	2	0.00	0	0.00	0	10.00	2
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	93.97	24	0.00	0	0.00	0	93.97	24
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	2,037.46	75	0.00	0	0.00	0	2,037.46	75
CFINE	County Fine	54,380.12	510	0.00	0	0.00	0	54,380.12	510
CHS	Courthouse Security Fee (CCP 102.017)	162.63	79	0.00	0	0.00	0	162.63	79
CHSJC	JP Security Fee (CCP 102.017)	54.21	79	0.00	0	0.00	0	54.21	79
COLLFEE	Collection Agency Fee	2,392.14	50	0.00	0	0.00	0	2,392.14	50
COPIES	Certified Copies	2.00	1	0.00	0	0.00	0	2.00	1
COPY	Copies	2.00	1	0.00	0	0.00	0	2.00	1
CRFEEOVER	Criminal Overpayment Fee	80.00	1	0.00	0	0.00	0	80.00	1
DDF	Deferred Disposition Fee	967.93	25	0.00	0	0.00	0	967.93	25
FNTC1	Child Safety Seat Fine Trauma Center	27.93	1	0.00	0	0.00	0	27.93	1
IDF	Indigent Defense Fee (LGC 133.107)	101.82	75	0.00	0	0.00	0	101.82	75
JCTF	Justice Court Technology Fee (CCP 102.0173)	216.94	79	0.00	0	0.00	0	216.94	79
JFR	Jury Reimbursement Fee (CCP 102.0045)	203.77	75	0.00	0	0.00	0	203.77	75
JTP	Juvenile Truancy Program (CCP 102.0174)	271.17	79	0.00	0	0.00	0	271.17	79
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	49.90	72	0.00	0	0.00	0	49.90	72
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	49.90	72	0.00	0	0.00	0	49.90	72
JUSFC	Judicial Support Fund - County (LGC 133.105)	30.57	75	0.00	0	0.00	0	30.57	75
JUSFS	Judicial Support Fund - State (LGC 133.105)	275.12	75	0.00	0	0.00	0	275.12	75
LT10	Overpayments < \$10	9.00	1	0.00	0	0.00	0	9.00	1
MVF	Moving Violation Fee (CCP 102.022)	2.71	45	0.00	0	0.00	0	2.71	45
OMNI	OMNI Fee	208.39	47	0.00	0	0.00	0	208.39	47
OMNIC	OMNI Fee - County	138.94	47	0.00	0	0.00	0	138.94	47
OMNIS	OMNI Fee - State	694.66	47	0.00	0	0.00	0	694.66	47
SFC3	Service/Arrest Fee - Const. 3	15.00	3	0.00	0	0.00	0	15.00	3

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 02/01/2021 - 02/28/2021 Case Categories: Criminal
Locations: JP3

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

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
SFMCWV	State Fine - Motor Carrier Weight Violation	959.00	6	0.00	0	0.00	0	959.00	6
STF	State Traffic Fee (TC 542.4031)	501.06	30	0.00	0	0.00	0	501.06	30
TPC	Time Payment Fee - County	45.92	9	0.00	0	0.00	0	45.92	9
TPS	Time Payment Fee - State	102.11	15	0.00	0	0.00	0	102.11	15
TPWF	Texas P&W Fine	1,139.85	15	0.00	0	0.00	0	1,139.85	15
UFA	Uniform Traffic Act (TC 542.403)	69.38	40	0.00	0	0.00	0	69.38	40
WARC3	Warrant Fee - Constable Pct. 3	736.45	18	0.00	0	0.00	0	736.45	18
WCSO	Williamson County Sheriff	183.48	3	0.00	0	0.00	0	183.48	3
WFDPS	Warrant Fee - DPS	101.50	5	0.00	0	0.00	0	101.50	5
Fee Code Summary Totals		Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
		66,489.22	1,835	0.00	0	0.00	0	66,489.22	1,835

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 02/01/2021 - 02/28/2021 Case Categories: Criminal
Locations: JP3

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

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207013 - Due to City of Jarrell	L-004-3-01-0100-0000-207013: 01-0100-0000-207013 - Due to City of Jarrell	16.47
01-0100-0000-207017 - Collections Agency Fee	L-004-3-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	2,392.14
01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	L-004-3-01-0100-0000-209600: 01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	1,139.85
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-3-01-0100-0000-209700: 01-0100-0000-209700 - JP COURTS-REFUNDS	80.00
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-3-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	277.45
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	1,041.31
01-0100-0000-341913 - CRIMINAL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341913: 01-0100-0000-341913 - Fees of Office, Crim. Const PCT #3	756.45
01-0100-0000-351303 - FINES, JP PCT-3	L-004-3-01-0100-0000-351303: 01-0100-0000-351303 - FINES, JP PCT #3	54,380.12
01-0100-0000-370500 - Miscellaneous Revenue	L-004-3-01-0100-0000-370500: 01-0100-0000-370500 - Miscellaneous Revenue	9.00
0100 - General Fund Total:		60,092.79
0361 - JP Security Fund		
01-0361-0000-341153 - JP 3 SECURITY FEES	L-004-3-01-0361-0000-341153: 01-0361-0000-341153 - JP 3 SECURITY FEES	216.84
0361 - JP Security Fund Total:		216.84
0367 - JP-3 Truancy Program Fund		
01-0367-0000-370000 - JP-3 Truancy Program Fees	L-004-3-01-0367-0000-370000: 01-0367-0000-370000 - JP-3 Truancy Program Fee	271.17
0367 - JP-3 Truancy Program Fund Total:		271.17
0372 - Justice Court Technology Fund		
01-0372-0000-341143 - JP 3 TECHNOLOGY FEES	L-004-3-01-0372-0000-341143: 01-0372-0000-341143 - JP #3 TECHNOLOGY FEES	216.94
0372 - Justice Court Technology Fund Total:		216.94

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 02/01/2021 - 02/28/2021 Case Categories: Criminal
Locations: JP3

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

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	L-004-3-01-0399-0000-208033: 01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	99.80
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	2,037.46
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-3-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	203.77
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-3-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	305.69
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-3-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	262.22
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-3-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	2.71
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-3-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	501.06
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-3-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	101.82
01-0399-0000-208720 - SEATBELT FINES	L-004-3-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	27.93
01-0399-0000-208750 - TLFTA FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208750: 01-0399-0000-208750 - Traffic Law Failure To Appear	1,041.99
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-3-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	959.00
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-3-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	148.03
0399 - State Agency Fund Total:		5,691.48
Fee Totals for All Funds:		66,489.22

Commissioners Court - Regular Session**13.****Meeting Date:** 05/11/2021

Justice of the Peace 3 MARCH 2021 Monthly Report

Submitted For: Evelyn McLean**Submitted By:** Mary Alcala, J.P. Pct. #3**Department:** J.P. Pct. #3**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, March 2021 Monthly Report in compliance with Code of Criminal Procedure § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

March 2021 - CCP 103

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Mary Alcala

Final Approval Date: 04/28/2021

Reviewed By

Andrea Schiele

Date

04/28/2021 03:33 PM

Started On: 04/28/2021 11:44 AM

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

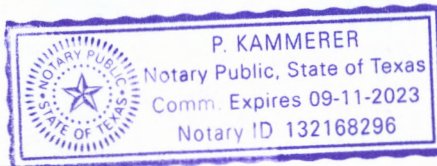
**THE STATE OF TEXAS
COUNTY OF WILLIAMSON**

Before me, the undersigned authority, on this day personally appeared Evelyn McLean, Justice of the Peace, Precinct 3, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of March, 2021.



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

On this 14 day of April 2021, to certify which witness my hand and seal of office.



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

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 03/01/2021 - 03/31/2021

Case Categories: Criminal

Locations: JP3

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

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207013 - Due to City of Jarrell	L-004-3-01-0100-0000-207013: 01-0100-0000-207013 - Due to City of Jarrell	0.99
01-0100-0000-207017 - Collections Agency Fee	L-004-3-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	6,799.78
01-0100-0000-207029 - Florence PD Arrest Fees	L-004-3-01-0100-0000-207029: 01-0100-0000-207029 - Florence PD Arrest Fees	5.00
01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	L-004-3-01-0100-0000-209600: 01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	857.65
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-3-01-0100-0000-209700: 01-0100-0000-209700 - JP COURTS-REFUNDS	1.00
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-3-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	437.87
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	2,403.42
01-0100-0000-341913 - CRIMINAL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341913: 01-0100-0000-341913 - Fees of Office, Crim. Const PCT #3	1,521.50
01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4	L-004-3-01-0100-0000-341914: 01-0100-0000-341914 - Fees of Office, Crim. Const PCT #4	50.00
01-0100-0000-351303 - FINES, JP PCT-3	L-004-3-01-0100-0000-351303: 01-0100-0000-351303 - FINES, JP PCT #3	101,235.16
01-0100-0000-370500 - Miscellaneous Revenue	L-004-3-01-0100-0000-370500: 01-0100-0000-370500 - Miscellaneous Revenue	0.30
0100 - General Fund Total:		113,312.67
0361 - JP Security Fund		
01-0361-0000-341153 - JP 3 SECURITY FEES	L-004-3-01-0361-0000-341153: 01-0361-0000-341153 - JP 3 SECURITY FEES	538.95
0361 - JP Security Fund Total:		538.95
0367 - JP-3 Truancy Program Fund		
01-0367-0000-370000 - JP-3 Truancy Program Fees	L-004-3-01-0367-0000-370000: 01-0367-0000-370000 - JP-3 Truancy Program Fee	673.67
0367 - JP-3 Truancy Program Fund Total:		673.67
0372 - Justice Court Technology Fund		
01-0372-0000-341143 - JP 3 TECHNOLOGY FEES	L-004-3-01-0372-0000-341143: 01-0372-0000-341143 - JP #3 TECHNOLOGY FEES	538.92
0372 - Justice Court Technology Fund Total:		538.92

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 03/01/2021 - 03/31/2021

Case Categories: Criminal

Locations: JP3

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

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	L-004-3-01-0399-0000-208033: 01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	261.84
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	5,381.65
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-3-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	538.14
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-3-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	807.20
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-3-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	821.27
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-3-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	7.70
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-3-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	1,463.13
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-3-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	269.11
01-0399-0000-208720 - SEATBELT FINES	L-004-3-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	368.33
01-0399-0000-208750 - TLFTA FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208750: 01-0399-0000-208750 - Traffic Law Failure To Appear	2,378.84
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-3-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	2,785.00
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-3-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	340.85
0399 - State Agency Fund Total:		15,423.06
JP BOND		
01-0100-0000-207020 - JP3 Bond Liability Account	L-004-3-02-00002: JP3 Registry Bond Account Liability	300.00
JP BOND Total:		300.00
Fee Totals for All Funds:		130,787.27

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 03/01/2021 - 03/31/2021 Case Categories: Criminal
Locations: JP3

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

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
AFCA3	Arrest/Service Fee - Const. Pct. 3	5.00	1	0.00	0	0.00	0	5.00	1
AFDPS	Arrest Fee - DPS (CCP 102.011)	470.81	127	0.00	0	0.00	0	470.81	127
AFFPD	Arrest Fee - Florence Police Department (CCP 102.011)	5.00	1	0.00	0	0.00	0	5.00	1
AFJP	Arrest Fee - Jarrell Police Department (CCP 102.011)	0.99	1	0.00	0	0.00	0	0.99	1
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	186.86	44	0.00	0	0.00	0	186.86	44
CB	Cash Bond	300.00	1	0.00	0	0.00	0	300.00	1
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	5,381.65	174	0.00	0	0.00	0	5,381.65	174
CFINE	County Fine	101,235.16	839	0.00	0	0.00	0	101,235.16	839
CHS	Courthouse Security Fee (CCP 102.017)	404.20	175	0.00	0	0.00	0	404.20	175
CHSJC	JP Security Fee (CCP 102.017)	134.75	175	0.00	0	0.00	0	134.75	175
COLLFEE	Collection Agency Fee	6,799.78	108	0.00	0	0.00	0	6,799.78	108
COPY	Copies	6.25	4	0.00	0	0.00	0	6.25	4
CRFEEOVER	Criminal Overpayment Fee	1.00	1	0.00	0	0.00	0	1.00	1
DDF	Deferred Disposition Fee	2,232.10	32	0.00	0	0.00	0	2,232.10	32
FNTC1	Child Safety Seat Fine Trauma Center	368.33	6	0.00	0	0.00	0	368.33	6
IDF	Indigent Defense Fee (LGC 133.107)	269.11	174	0.00	0	0.00	0	269.11	174
JCTF	Justice Court Technology Fee (CCP 102.0173)	538.92	175	0.00	0	0.00	0	538.92	175
JFR	Jury Reimbursement Fee (CCP 102.0045)	538.14	174	0.00	0	0.00	0	538.14	174
JTP	Juvenile Truancy Program (CCP 102.0174)	673.67	175	0.00	0	0.00	0	673.67	175
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	130.92	169	0.00	0	0.00	0	130.92	169
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	130.92	169	0.00	0	0.00	0	130.92	169
JUSFC	Judicial Support Fund - County (LGC 133.105)	80.66	174	0.00	0	0.00	0	80.66	174
JUSFS	Judicial Support Fund - State (LGC 133.105)	726.54	174	0.00	0	0.00	0	726.54	174
LT10	Overpayments < \$10	0.30	1	0.00	0	0.00	0	0.30	1
MVF	Moving Violation Fee (CCP 102.022)	7.70	101	0.00	0	0.00	0	7.70	101
OMNI	OMNI Fee	475.79	100	0.00	0	0.00	0	475.79	100
OMNIC	OMNI Fee - County	317.19	100	0.00	0	0.00	0	317.19	100
OMNIS	OMNI Fee - State	1,585.86	100	0.00	0	0.00	0	1,585.86	100
SFC3	Service/Arrest Fee - Const. 3	15.00	3	0.00	0	0.00	0	15.00	3

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 03/01/2021 - 03/31/2021 Case Categories: Criminal
Locations: JP3

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

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
SFMCWV	State Fine - Motor Carrier Weight Violation	2,785.00	9	0.00	0	0.00	0	2,785.00	9
STF	State Traffic Fee (TC 542.4031)	1,463.13	63	0.00	0	0.00	0	1,463.13	63
TPC	Time Payment Fee - County	104.24	17	0.00	0	0.00	0	104.24	17
TPS	Time Payment Fee - State	236.61	32	0.00	0	0.00	0	236.61	32
TPWF	Texas P&W Fine	857.65	13	0.00	0	0.00	0	857.65	13
UFA	Uniform Traffic Act (TC 542.403)	165.07	75	0.00	0	0.00	0	165.07	75
WARC3	Warrant Fee - Constable Pct. 3	1,501.50	38	0.00	0	0.00	0	1,501.50	38
WARC4	Warrant Fee - Constable Pct. 4	50.00	1	0.00	0	0.00	0	50.00	1
WCSO	Williamson County Sheriff	251.01	6	0.00	0	0.00	0	251.01	6
WFDPS	Warrant Fee - DPS	350.46	8	0.00	0	0.00	0	350.46	8
Fee Code Summary Totals		Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
		130,787.27	3,740	0.00	0	0.00	0	130,787.27	3,740

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 03/01/2021 - 03/31/2021

Case Categories: Civil

Locations: JP3

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

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	5,397.76
01-0100-0000-341903 - CIVIL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341903: 01-0100-0000-341903 - Fees of Office, Const. PCT #3	6,060.00
01-0399-0000-208354 - Judicial/Court Train Fee Due to State	L-004-3-01-0399-0000-208354: 01-0399-0000-208354 - Judicial/Court Train Fee Due to State	1,055.00
0100 - General Fund Total:		12,512.76
0399 - State Agency Fund		
01-0399-0000-208022 - Justice Courts Civil Electronic Filing	L-004-3-01-0399-0000-208022: 01-0399-0000-208022 - JP Ct. Civil Electronic Filing Fee	2,110.00
01-0399-0000-208822 - JP CIVIL LEGAL FEE FOR INDIGEN	L-004-3-01-0399-0000-208822: 01-0399-0000-208822 - JP Civil Legal Fee for Indigent	1,266.00
0399 - State Agency Fund Total:		3,376.00
Fee Totals for All Funds:		15,888.76

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 03/01/2021 - 03/31/2021 Case Categories: Civil
Locations: JP3

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

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
CCOP	Civil Copies	21.50	8	0.00	0	0.00	0	21.50	8
CERT	Certified Copy	6.75	1	0.00	0	0.00	0	6.75	1
CMAIL	Clerk Service Fee by Certified Mail or Posting	12.51	1	0.00	0	0.00	0	12.51	1
CONT3	Constable Service Fee Pct #3	4,410.00	50	0.00	0	0.00	0	4,410.00	50
EFF	Electronic Filing Fee	2,110.00	211	0.00	0	0.00	0	2,110.00	211
ISF	Indigent Legal Services Fee	1,266.00	211	0.00	0	0.00	0	1,266.00	211
JCF	Civil Filing Fee	5,025.00	201	0.00	0	0.00	0	5,025.00	201
JCTF	Judicial/Court Training Fee Due to State	1,055.00	211	0.00	0	0.00	0	1,055.00	211
JURY	Jury Fee	22.00	1	0.00	0	0.00	0	22.00	1
SCFF	Small Claims Filing Fee	250.00	10	0.00	0	0.00	0	250.00	10
WEXEC	Writ of Execution	15.00	3	0.00	0	0.00	0	15.00	3
WGAR	Writ of Garnishment	5.00	1	0.00	0	0.00	0	5.00	1
WPOSS	Writ of Possession	40.00	8	0.00	0	0.00	0	40.00	8
WSF3	JP3 - Writ Service Fee	1,650.00	11	0.00	0	0.00	0	1,650.00	11
Fee Code Summary Totals		Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
		15,888.76	928	0.00	0	0.00	0	15,888.76	928

Commissioners Court - Regular Session**14.****Meeting Date:** 05/11/2021

RFP Bank Depository

Submitted For: Joy Simonton**Submitted By:** Brenda Fuller,
Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive competitive sealed proposals for Bank Depository under RFP T4166.

Background

Approval of this item will support the operations of the Williamson County Treasurer's Office. Department contact is Williamson County Treasurer Scott Heselmeyer. This expenditure will be charged to budget 0100.0497.004219.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Brenda Fuller

Final Approval Date: 05/06/2021

Reviewed By

Joy Simonton

Andrea Schiele

Date

05/06/2021 10:01 AM

05/06/2021 10:18 AM

Started On: 05/04/2021 02:06 PM

Commissioners Court - Regular Session**15.****Meeting Date:** 05/11/2021

Jail Commissary

Submitted For: Mike Gleason**Submitted By:** Peggy Braun, Sheriff**Department:** Sheriff**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and acknowledge the Williamson County Sheriffs award of the Williamson County Jail Commissary Services Contract to Keefe Commissary Network, LLC (in association RFT T3071 pursuant to Local Government Code § 351.0415).

Background

Please see attached Keefe Commissary Network, LLC - Commissary Services Agreement for supporting information.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Keefe Commissary Agreement

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Peggy Braun

Final Approval Date: 05/05/2021

Reviewed By

Andrea Schiele

Date

05/05/2021 09:41 AM

Started On: 05/04/2021 09:03 AM

KEEFE COMMISSARY NETWORK, LLC
COMMISSARY SERVICES AGREEMENT

This Agreement ("Agreement") is made by and between KEEFE COMMISSARY NETWORK, LLC ("Keefe"), and the Williamson County Sheriff's Office, ("Customer") (collectively, the "Parties").

Keefe is in the business of supplying food and other related commissary items and services to inmate commissary departments of correctional facilities throughout the United States, including the Customer; and,

The Parties wish to enter into a Commissary Services Agreement to facilitate the ordering of commissary items by inmates and the operation of and payment for commissary (collectively, "Commissary Services").

Therefore, in consideration of the mutual promises and conditions herein contained, the Parties agree as follows:

1. **OPERATION OF COMMISSARY BY CUSTOMER.** Customer agrees that during the term of this Agreement, it will, at its own expense: (a) provide personnel to operate the computer equipment, as listed in Exhibit A ("Computer Equipment") and the Keefe proprietary software, as also listed in Exhibit A ("Keefe Software"); (b) manage and reconcile the funds in the Inmate Trust Accounts; and (c) deliver the completed commissary orders to the individual inmates.

1.1 **OPERATION OF COMMISSARY BY KEEFE.** Keefe agrees that, on an as-needed basis, it will download all inmate orders for commissary items. Keefe will bag, box, and ship such commissary items to the Customer for distribution to the inmates and invoice Customer for all such purchases in accordance with Section 3.0. In addition, Keefe will keep the Computer Equipment updated with complete information as to commissary items available, pricing, and other terms and conditions of sale. Keefe will also provide onsite staff necessary to handle all commissary duties.

2. **HARDWARE/SOFTWARE.** During the term of this Agreement, Keefe shall supply Customer with the Computer Equipment and Keefe Software as listed in Exhibit A. Customer agrees to return all Computer Equipment and Keefe Software to Keefe in workable order upon contract termination. Keefe hereby grants to Customer a non-exclusive, royalty-free license to use the Keefe Software during the term of this Agreement. All software supplied by Keefe is proprietary and shall at all times remain the property of Keefe with title and all rights vested in and retained by Keefe. Customer hereby agrees that it will NOT disclose, reproduce, transfer, alter, reverse-engineer, decompile or use the Keefe Software and/or documentation for any purpose, other than those specifically allowed by the terms of this Agreement. All hardware installed by Keefe shall remain the property of Keefe unless otherwise expressly agreed to by the Parties in writing.

3. **TEXAS PROMPT PAYMENT ACT COMPLIANCE.** 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 this Agreement; (2) the date the performance of the service under this 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 Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday

4. **COMMISSION.** Customer will be paid a commission for the services to be provided under this Agreement equal to 46.5% of Adjusted Gross Sales of commissary items. "Adjusted Gross Sales" is defined as gross commissary sales minus the sales of noncommissioned commissary items as listed in Exhibit B of this Agreement. In the event that the inmate's trust account funds available to purchase commissary products are inhibited in any way by a change in policy or law, the commission paid to Customer shall be reduced accordingly by Keefe after negotiation with Customer.

5. **MENU.** Commissary item selection and pricing will be agreed upon by Customer and Keefe. Commissary item menu selection and price adjustments shall be reviewed as needed, but no less than annually, by Keefe. All changes must be approved by Customer.

6. **PAYMENT SERVICES.** This Agreement includes Keefe's Access Corrections® Secure Payment Services, the terms of which are memorialized in Exhibit C, entitled "Payment Services", attached hereto and incorporated herein. Keefe will facilitate payments to Inmate Trust Accounts via website, toll-free phone number, walk-in provider(s) and/or kiosk(s) placed in mutually agreeable site(s) within Customer's facility. Customer will provide electrical power to operate the kiosk(s) and Keefe will provide the network connectivity. Keefe will guarantee all transactions and will send, via ACH, monies to the Customer designated bank account in accordance with the terms and conditions provided for in Exhibit C. Except as provided for herein, no fees for this service will be borne by Customer.

7. **SECURE RELEASE SERVICE.** This Agreement includes Keefe's Secure Release™ Service, the terms of which are memorialized in Exhibit D, entitled "Secure Release Prepaid Debit Card Release", attached hereto and incorporated herein. Except as provided for herein, no fees for this service will be borne by Customer.

8. **PACKAGE PROGRAM.** This Agreement includes Keefe's Access Securepak® Inmate Package Program Service. Keefe shall process and deliver orders placed through its Access Securepak website on the terms and conditions provided therein. Customer will be paid a commission for this service equal to 46.5% of all final Securepak sales made on behalf of inmates at Customer's facility minus any sales tax, returns, processing fee, refunds and/or chargebacks resulting from or arising out of the sales.

9. **TERM & TERMINATION.** This Agreement shall become effective as of the 1st day of June 2021, and shall continue in effect for a period of three (3) years (the "Base Term"). The Agreement will have option to renew for successive one-year terms thereafter. Either party to this Agreement must give notice in writing to the other party no less than ninety (90) days prior to the expiration of any term or extended term that the party so giving notice does not wish to extend this Agreement. If either party shall refuse, fail or be unable to perform or observe any of the terms or conditions of this Agreement for any reason other than Excused Performance reasons defined herein, the party claiming such failure shall give the other party a written notice of such breach. If within thirty (30) days from such notice the failure has not been cured, or the failure is such that it may not be cured within thirty (30) days and the party in breach has not commenced the cure within thirty (30) days and continuously pursued the cure, then the injured party may cancel the Agreement. Within thirty (30) days after termination of this Agreement, Customer shall, at Keefe's option, return all Computer Equipment and Keefe Software, and certify such removal and return in writing to Keefe. All monies due the Parties at the time of termination shall be paid to the respective party within thirty (30) days after the effective date of the termination of services.

After the initial twelve (12) months, this Agreement may be terminated at any time at the option of either Party, without future or prospective liability for performance upon giving sixty (60) 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.

10. **EXCUSED PERFORMANCE.** In case performance of any term or provision herein (other than payment of money) shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority, either local, state, federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, Acts of God, or any other reason whatsoever that is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend, without liability, the performance of its obligations hereunder during the period such cause continues, and extend the term of this Agreement for the period of such suspension of the performance of duties thereunder.

11. **CUSTOMER'S RESPONSIBILITIES.** Customer shall promptly notify Keefe of any changes in Customer's hardware systems, software or operating procedures that interact in any fashion with Keefe's supplied hardware, software or its operating procedures. Customer shall not, during the term of this Agreement nor for one (1) year following its termination or expiration, solicit to hire, hire, or contract with any employee or former employee of Keefe, Trinity Services Group, Inc. or any of their parents or subsidiaries, direct or indirect. In the event that Customer breaches its covenant not to hire an employee or former employee, Customer agrees to pay Keefe an amount equal to the annual salary of such employee.

12. **GOVERNING LAW; MEDIATION.** Both parties to this Agreement irrevocably: (i) consent and submit exclusively to the jurisdiction of the courts of the State of Texas, County of Williamson. Provided, however, the Parties agree to use mediation for dispute resolution prior to any formal legal action being taken on this Agreement.

13. **ENTIRE AGREEMENT-WAIVER.** This Agreement and its Exhibits constitute the entire Agreement between the Parties with respect to the provision of Commissary (and Payment, where applicable) Services, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of the Agreement and no waiver of any provision shall be valid unless in writing and signed by the duly authorized officers of both Keefe and Customer. This Agreement supersedes all other agreements, negotiations, conversations and representations between the Parties for the provision of Commissary (and Payment, where applicable) Services.

14. **ASSIGNMENT.** Except in the case of a merger, reorganization, change in control, or sale of all or substantially all assets or equity, neither Party shall have the right to assign or otherwise transfer its rights and obligations under this Agreement except with the prior written consent of the other Party, which shall not be unreasonably withheld or delayed.

15. **INDEMNIFICATION.** Keefe shall indemnify Customer against any claim, action, suit, demand, damage, liability, loss, or judgment, including reasonable attorney's fees and costs, which arise out of, relate to or result from Keefe's negligent performance of its obligations under this Agreement, except to the extent such claims, actions, suits, demands, damages, liabilities, losses or judgments are due to the negligent or unlawful conduct, or the willful misconduct of Customer, its agents or employees. Customer shall indemnify Keefe against any claim, action, suit, demand, damage, liability, loss or judgment, including reasonable attorney's fees and costs, which arise out of, relate to or result from Customer's negligent, intentional or willful acts or omissions, except to the extent such claims, actions, suits, demands, damages, liabilities, losses or judgments are due to the negligent or unlawful conduct, or the willful misconduct of Keefe. Each party agrees to provide the other party with reasonable and timely notice of any claim, action, suit, demand, damage, liability, loss or judgment made or brought against the other party arising out of or relating to the Agreement and for which the notifying party is seeking indemnification hereunder. The indemnifying party shall have the right to defend any such claim at its sole cost and expense. Each party will promptly advise the other party of any proposed agreement to compromise or settle any claims and the other party will have ten (10) days to respond to such proposal. These indemnities and remedies shall survive the expiration or other termination of the Agreement.

16. **LIMITATION OF LIABILITY.** TO THE EXTENT AUTHORIZED UNDER TEXAS LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, NEITHER PARTY SHALL BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED OR EXEMPLARY DAMAGES (INCLUDING LOST PROFIT OR BUSINESS INTERRUPTION EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY) ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT OR OUT OF ANY OF THE PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT.

17. **RELATIONSHIP OF THE PARTIES.** Each Party is an independent contractor and is not an employee, employer, agent, partner, joint venture or joint employer of or with the

other Party. Nothing in this Agreement shall be construed to give either Party: (a) the power to direct or control the day-to-day activities of the other, (b) the power to create or assume any obligation on behalf of the other, or (c) the power to bind the other in any manner whatsoever.

18. **CONSENT.** Where the consent of either party is required, it shall not be unreasonably withheld or delayed.

19. **CONFIDENTIALITY.** "Confidential Information" includes any non-public, confidential or proprietary information furnished by a Party (the "Disclosing Party") to the other Party (the "Receiving Party") including, but not limited to, information relating to the Disclosing Party's business, product designs, product plans, data, software and technology, financial information, marketing plans, business opportunities, pricing information, menus, discounts, inventions and know-how. Confidential Information does not include any information that (i) is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party in violation of this Agreement, (ii) was in the Receiving Party's possession prior to the disclosure of the Confidential Information pursuant to this Agreement without an obligation of confidentiality, (iii) becomes available to the Receiving Party on a non-confidential basis from a third party, provided that the Receiving Party did not know, or have reason to believe, after reasonable investigation, that such source was subject to an obligation not to disclose such information, or (iv) is required to be disclosed by any applicable law or regulation or by order of any governing body or court of competent jurisdiction; provided, however, the Receiving Party must promptly notify the Disclosing Party of the demand for such disclosure so that the Disclosing Party may, in its sole discretion, seek a protective order or take such other appropriate steps to resist or narrow the scope of the disclosure sought by such request. If a protective order or other remedy is not obtained, the Receiving Party may make such disclosure without liability under this Agreement, provided that the Receiving Party furnish only that portion of the Confidential Information which is legally required to be disclosed.

20. **EXCLUSIVITY.** While this Agreement is in effect, Customer hereby agrees that Keefe has the exclusive right to provide the Commissary Services for Customer.

21. **NOTICES.** All notices to be given under this Agreement shall be in writing and served either personally, by deposit with an overnight courier with charges prepaid, or by deposit in the US mail, first-class postage prepaid by registered or certified mail, addressed to the parties at the addresses stated on the signature page, or at any other address as designated by one party upon notice to the other party. All such notices shall be deemed to have been given (a) upon the first business day following personal delivery, (b) one business day after deposit with an overnight courier, or (c) three business days after deposit in the US mail.

22. **EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION.** The Parties warrant and represent that they shall comply with all federal, state and local laws as required, including but not limited to, Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Act of 1974, as amended. The Parties hereby incorporate the requirements of 41 C.F.R. 60-1.4(a)(7), 60-250.5 and 60-741.5, if applicable.

24. TEXAS PROMPT PAYMENT ACT COMPLIANCE. 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 this Agreement; (2) the date the performance of the service under this 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 Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

26. MISCELLANEOUS. This Agreement may be executed in two or more counterparts, and each such counterpart and any copies thereof shall be deemed an original. The headings in this Agreement are intended solely for convenience and shall not affect the rights of the Parties under the Agreement. In the event any provision(s) of this Agreement is in conflict with any law, statutory provision or otherwise, such term(s) shall be deemed stricken from this Agreement, but any such invalidity or unenforceability shall not invalidate any of the other terms of this Agreement, and the Agreement shall continue in full force and effect. This Agreement will apply to, be binding on, and inure to the benefit of the successors and permitted assigns of the Parties.

27. AUTHORITY. The undersigned representative of each Party warrants that he/she has the full authority to execute this Agreement and bind the Party on whose behalf he/she is executing the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the year and date written below.

Williamson County Sheriffs Office

By:



Name: *Michael T. Gleason*

Title: *Williamson County Sheriff*

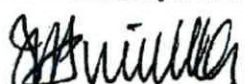
Date: *04/19/2021*

Address for Notice:

*508 S. Rock St., Georgetown, Tx
78626*

Keefe Commissary Network, LLC

By:



Name: John Puricelli

Title: Executive Vice President

Date: 04/15/2021

Address for Notice:

10880 Lin Page Place, St. Louis, MO 63132

With a copy to:

General Counsel, TKC Holdings, Inc.

1260 Andes Blvd., St. Louis MO 63132

Exhibit A

Hardware / Software Featured

SHI - Dell OP 5050 MT, Intel i7-7700 3.6 GHz, 16 GB RAM, 1 TB HD, NIC, Windows 10 Pro (w/ KB, Mouse, UPS, warranty)	2
SHI - Online Banking Customer - Central Server Resource Allocation - \$0.10 per Inmate - ADP x 0.10 x 12	3
SHI - Dell E1916H 19" LED monitor - (include a monitor for all desktops/servers that will need one)	2
SHI - Ethernet Cable - 15 ft. (Tripp Lite N002-015-BK)	19
SHI - Lexmark MS431dn Printer with 3-year replacement agreement (Part#: 39356346) (STANDARD LASER PRINTER)	2
SHI - Lexmark High-Yield black toner (Part#: 56F1H00)	2
SHI - USB Printer Cable 2.0 Type A to Type B Cable - 6 ft	2
Inducomp - Intake Kiosk - Avalanche 180 Bulk Acceptor	1
Token Works - M260 Drivers license/credit card reader	1
Inducomp - Spare cashbox, lock, and key (125) for Avalanche 180 Bulk Acceptor Intake Kiosk	1
TKC - For Cable/DSL, T1 - Checkpoint 1430 Firewall (priced by TKC)	1
TKC - 16-Port Managed Switch - UniFi US-16-150W (with POE), Incl 2xSFP fiber ports (priced by TKC)	4
Local Vendor - AMS 35 4-wide Combo Vending Machine (w/Lexan)	16
Direct Vend - KIS - Kit no barcode scanner (1 per machine - inc. Velcro, Ties, Adapters, Surge Strip, MDB Adapter, Inbox, Touchscreen)	18
Direct Vend - all types - 4-piece brackets and mounting hardware (1 per machine)	16
Lobby Kiosk - Inducomp Avalanche (new model) - Includes drivers license/card reader & web power switch	1
Secure Release - Symbol Hand Wand Scanner - USB - (LS2208-SR20001R-UR) with 5-year repl warranty	2

The DELL computer hardware is provided, maintained, and warranted at no additional cost for the life of the commissary agreement.

Exhibit B
Noncommissioned Items

Stamped envelopes

Postage stamps

Indigent Kits

Admission Kits

On-site, special commissary item sales sold by Customer

Refunded items

Exhibit C
Payment Services

1. **Services.** Keefe will provide cash handling services and payment processing services for payments made through kiosks, walk-in retailers, online websites and/or mobile sites, call centers or applications operated by Keefe or such other methods ("Transactions") for crediting account balances held by Customer on behalf of the recipients of funds (the "Services"). Keefe provides the Services in its capacity as a licensed money services business. Keefe represents and warrants to Customer that Keefe is duly licensed to provide the Services and will do so in compliance with applicable laws and regulations.
2. **Authorization.** Customer authorizes Keefe to act on its behalf in handling cash and to submit Transactions initiated by individuals through the Services to the credit card networks or otherwise for authorization, processing and settlement to Customer for the benefit of designated recipients.
3. **Responsibilities of Keefe.**
 - a. Keefe will receive payments from the public, directed to recipients by way of the Services.
 - b. Keefe will transfer payment files to Customer on a daily basis. Keefe will deliver payments to Customer by the second business day following (but not including) the day of the transaction by means of an electronic funds transfer ("EFT") to Customer's designated bank account; provided, however, Keefe, in its sole discretion, reserves the right to delay its acceptance of any transaction that Keefe determines to be suspicious and warrants further investigation. Customer acknowledges and agrees that Keefe may reject, terminate or cancel any proposed transaction should Keefe determine the transaction is being made for an improper or illegal purpose.
 - c. Keefe will provide Customer with daily payment information by way of the Keefe Customer interface.
 - d. Keefe will be responsible for responding to and resolving inquiries and complaints from senders of funds arising out of Keefe's failure to timely transmit any payment to Customer.
 - e. Keefe will provide sufficient promotional material to be posted by Customer.
 - f. Keefe, upon receipt of written notice from Customer, shall place limitations on transactions. The limitations will be implemented by Keefe as soon as is reasonably practicable.
 - g. Keefe may contract with a third-party service provider to remove cash from kiosks, to replace receipt paper and to assume responsibility for the funds until deposited into the designated bank account.
4. **Responsibilities of Customer.**
 - a. Customer will provide Keefe with the required bank account information for transmission of an EFT. Customer agrees to notify Keefe, in writing, giving fourteen (14) days' notice, of any changes to the bank account information.
 - b. Customer will, upon receipt of written documentation of overpayment, promptly, but in no event more than ten (10) business days, refund any overpayment made by Keefe, for any reason. This is to include, but not be limited to, duplicate payments, payments refunded to

- customers by Keefe and any incorrect payments. At Keefe's sole option and in lieu of the foregoing, Keefe may offset any such overpayments from future payment amounts transmitted by Keefe to Customer and notify Customer of any such offset.
- c. Upon implementation of the Services, Customer agrees that it will not accept payments designated for recipient accounts. Customer will close any window or other collection method currently used to accept payments within sixty (60) days of kiosk implementation.
 - d. Customer will promptly report receipt of each payment to the designated account or recipient in accordance with the Customer's policy.
 - e. Customer agrees that it shall, to the full extent allowed by law, assume all liability, responsibility and risk of loss associated with its breach of any of the terms or conditions within this Exhibit C and/or its negligence in the performance of its duties hereunder.
 - f. Keefe will provide all labor necessary for and will guarantee the workmanship of the installation of a lobby kiosk including, but not limited to, material handling within the facility and all costs associated with the networking, internet connectivity and electrical enhancements required to install a kiosk at the Customer's location.
 - g. Customer agrees that Keefe may determine, in its sole discretion, to suspend, terminate or place restrictions on one or more individual's ability to use the Services.
5. **Rates.** The Services shall be provided at no cost to Customer. Keefe shall charge persons initiating a Transaction a service fee in accordance with its rate schedule which the Customer acknowledges may be amended by Keefe in its sole discretion from time to time.
6. **Exclusivity.** Keefe has the exclusive right to provide the Services for the Customer and the exclusive right to collect and receive money handling fees associated with the Services which fees will belong to Keefe.
7. **Termination.** The Services may be immediately terminated by either Party, in its sole discretion, in the event a Party has not cured a breach of the terms or conditions contained in this Exhibit C within thirty (30) days of written notice of such purported breach from the non-terminating Party. Termination of the Services does not affect either Party's rights or obligations as to any transaction submitted for processing prior to termination.
8. **Refunds/Chargebacks.**
- a. The Parties acknowledge that once Keefe accepts a transaction submitted to the applicable payment network or otherwise for processing, Keefe cannot cancel or change the transaction. Except to the extent required by applicable law, payments processed by Keefe are non-refundable to the individual by Keefe. Individuals may have additional refund or chargeback rights under their cardholder agreement with the card issuer or applicable law.
 - b. In the case of chargebacks or returned funds, Keefe will be responsible for pursuing the chargeback through the card association's dispute resolution processes, if appropriate in Keefe's sole discretion. Upon written request from Keefe, Customer agrees to provide requested information needed to pursue the chargeback.
 - c. If an individual requests a refund, Keefe will not be responsible for making those funds available if they have been already settled to a designated account by Keefe or are beyond Keefe's control.

- d. If Customer and sender of funds issue inconsistent instructions or requests to Keefe, Customer's instructions will control and Customer will reimburse, defend, indemnify and hold Keefe harmless from any and all losses, costs and expenses (including reasonable attorneys' fees) as a result of complying with Customer's instructions.
9. **Damages Cap; No Other Warranty.** OTHER THAN KEEFE'S OBLIGATION FOR ANY FUNDS RECEIVED FROM INDIVIDUALS, IN NO EVENT SHALL KEEFE'S AGGREGATE LIABILITY IN TOTAL FOR ALL CLAIMS ARISING FROM OR RELATING TO THE SERVICES PROVIDED FOR IN THIS EXHIBIT C, EXCEED THE AMOUNT OF SERVICE FEES PAID TO KEEFE FOR THE TRANSACTIONS RELATING TO THE CLAIM. THE FOREGOING LIMITATION APPLIES REGARDLESS OF THE NATURE OF THE CLAIM OR THE FORM OF THE ACTION EMPLOYED, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE. THE SERVICES ARE PROVIDED "AS IS." EXCEPT AS EXPRESSLY STATED IN THIS EXHIBIT C, NEITHER PARTY MAKES, AND EACH PARTY EXPRESSLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES FOR THE SERVICES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR IMPLIED WARRANTIES ARISING FROM THE COURSE OF DEALING OR COURSE OF PERFORMANCE.

Exhibit D
Secure Release Prepaid Debit Card Release

1. **Release Services.** Keefe shall provide technical support and coordination for the following Secure Release inmate trust fund release services ("Release Services") for processing inmate trust fund balances to Customer inmates at time of release from the Customer:

Prepaid Debit Cards ("Cards"): described as, a debit card which may be used for ATM withdraws and/or pin-based and signature purchases after inmate activation. The Cards will be issued by and the funds will be held by Cache Valley Bank in Logan, Utah. All transactions are processed by a third-party processor - Rapid Financial Solutions.

* Additional Release Services may be made available to the Customer throughout the term of this Agreement and shall become part of this Agreement with the Customer's acceptance. No Release Services shall be implemented without Customer approval. Another card brand, issuing bank or program manager may be substituted during the term of this Agreement at Keefe's discretion and shall not constitute an "Additional Release Service." The Customer will be notified in advance in writing of any such change.

2. **Maintenance of Designated Account.** Customer agrees to maintain an account at the following bank ("Designated Account") from which funds will be withdrawn by Keefe and sent to Cache Valley Bank, which issues the Cards:

Bank Name: _____
Bank Address: _____
Routing Number: _____
Account Number: _____
Bank Contact Name and Title: _____
Bank Contact Phone Number: _____

3. **Authorization to Withdraw Funds from Designated Account.** Customer hereby authorizes Keefe to withdraw funds from the Designated Account without signature or notice to effect all deductions and other transactions due Keefe provided for in this Agreement. Keefe shall notify Customer if at any time there are insufficient funds in the Designated Account to cover any amount that is due and owing to Keefe. Customer shall promptly pay such amount to Keefe. Keefe will withdraw funds from the Designated Account every business day to cover the funds necessary to issue the Cards.

This authorization is to remain in full force and effect until Keefe has received written notification from Customer of its termination in such time and in such manner as to afford Keefe and the bank named above reasonable opportunity to act on it. Customer shall give Keefe no less than three banking business days' notice if the Designated Account is to be changed so as to allow enough time for Keefe to make the necessary system modifications.

4. **Responsibilities of the Customer.** All responsibilities of the Customer are outlined in the "Security Requirements for the Storage of Prepaid Cards", which are attached hereto and

incorporated herein by reference. Keefe reserves the right to modify the "Security Requirements for the Storage of Prepaid Cards"; provided, however, Keefe shall notify the Customer of any such change in advance in writing.

5. **Representation and Warranty of Customer.** Customer represents and warrants that it is lawful in its respective jurisdiction of Williamson County, Texas to provide the Release Services as detailed in this Agreement, including, but not limited to, charging the inmates a fee for the Release Services.
6. **Fees and Charges.** Keefe shall charge a fee for its role in setting up the bank account with the bank issuing the Cards and for coordinating third party processing services. "Coordination Fees" are in accordance with the fee structure located in the document entitled "Inmate Release Card Program Fees", which is attached hereto and incorporated herein by reference. All fees shall be assessed to the card holder/inmate.
7. **Taxes.** Each party shall be responsible for calculating, collecting and remitting their own Federal, state and/or local taxes, associated with the Release Services.
***Taxes should not be levied on the issuance of a Card unless Customer's laws dictate such.**
8. **Equipment.** Upon expiration or termination of this Agreement, Customer agrees that all equipment and materials remain the property of Keefe and upon expiration or termination of this Agreement Keefe agrees to promptly remove all equipment and materials from the above mentioned Customer. Customer shall be responsible for any unusual wear and tear, lost or stolen equipment as well as any lost, stolen or improperly funded Cards during the term of this Agreement as per the "Security Requirements for the Storage of Prepaid Cards".
9. **Exclusivity.** Customer acknowledges that Keefe has the sole and exclusive right and authority to provide the Release Services for all inmate accounts under the Customer's control and Customer shall not, throughout the term of the Agreement, engage the services of any other company to provide such Release Services.
10. **Fiduciary Responsibility.** Customer agrees that it shall, to the full extent allowed by law, assume all liability for any Customer related job functions that lead to discrepancies/deficiencies associated with any funding, Card loss, improper storage, etc. expressly attributed to the loading, inventorying and distribution of the Cards to the Customer inmates.

Security Requirements for the Storage of Prepaid Cards

The security requirements in this document are based on policies and guidelines developed by the Payment Networks and industry best practices. These requirements must be implemented at all locations that store and distribute instant-issue card products.

Card Ordering

Card orders will be shipped to the designated locations by Rapid or its assignees by bonded and approved carrier. Card orders must be signed for upon arrival. All cards must be placed at the time of receipt into inventory in a secured storage area. An employee designated by management should be appointed to ensure the physical and procedural security policies are implemented.

Card Inventory

Physical security of the cards in inventory must be maintained at all times. Cards must be stored in a controlled environment, such as a safe or locked storage device, with access limited to employees who have successfully passed background screening checks.

An inventory log must account for the number of cards received, cards used, cards spoiled (cards that cannot be used due to damage, tampering or expiration) and remaining cards that should balance to the number of cards on hand at any time. An explanation of spoilage should be included on the log. Any inventory discrepancy must be reported to Rapid as soon as detected.

Card Destruction

Rapid may request return of unused cards in inventory for destruction for any of the reasons listed below.

1. Cards are compromised or tampered with;
2. Card stock expired;
3. Cards are damaged or defective;
4. Program is terminated.

Cards to be returned should be securely packaged. A copy of the inventory log should be included in the shipment. A second copy of the inventory log should be transmitted to Rapid electronically.

Alternatively, the location may destroy any defective or damaged card and certify its destruction by maintaining a detailed inventory log, and destroying the cards using a cross cut shredder that creates pieces no larger than 1/4" by 1/2" in size. A certified report of destruction outlined in Attachment A, attached hereto and incorporated herein by this reference must be submitted to Rapid on a monthly cycle even if no cards were destroyed in that period.

The remainder of this page intentionally left blank.

Attachment A
Certificate of Destruction of Defective or Damaged Cards

I _____ certify that the cards listed below were either damaged or defective.
I further certify that the cards below were destroyed using a cross cut shredder that created pieces no larger than ¼" by ½" in size.

Destruction Date (mm/dd/yyyy)	Card Number	Expiration	Name (first, last)	Signature

Inmate Release Card Program Fees

Cardholder Fees Associated with the Inmate Release Program

	Charge
Card Activation Fee	FREE
Support Calls Fee	FREE
PIN Change Fee	FREE
Point of Sale (POS) Transactions (PIN & Signature)	FREE
Cash Back Option with POS purchase	FREE
POS Declines	FREE
Card to Bank ACH Transfer****	FREE
Cash Out at any Principal MasterCard Member Institution	FREE
Monthly Maintenance Fee*	\$3.95
ATM Account Inquiry Fee	\$1.50
Inactivity Fee**	\$3.95
Domestic ATM Fees***	\$2.95
ATM Decline for Non-Sufficient Funds Fee	\$2.95
International ATM Fees***	\$3.95
ATM Decline International Fee	\$3.95
Replacement of lost or stolen card	\$0.00
Account Closure Fee/Request for Balance by Check	FREE

* After 15 days of the card being validated (used for a transaction) the card starts incurring a monthly maintenance fee to cover the cost of the FDIC insured account. Once the card has been validated the inactivity fees no longer apply. Both fees will never be charged together.

** If after 100 days the card has not been validated (used for a transaction) the card will be charged an inactivity fee of \$3.95 per month. Until the card has been validated (used for a transaction).

***Fees may also be imposed by the local ATM provider in addition to card fees. For a listing of surcharge-free ATM's, visit <http://www.moneypass.com/>.

****Returned or rejected ACH transfers for invalid banking information are subject to a \$9.95 returned processing fee.

*****Cardholder fees are subject to change. Thirty (30) day prior written notice of a change in fees will be given. The changes will be posted on the Card website at www.accessfreedomcard.com. You will be deemed to have proper notice thirty days (30) after the amendments are posted.

Customer Service / Servicio Al Clientes:
Toll Free from U.S.A. - (888) 609-0008
www.accessfreedomcard.com

Commissioners Court - Regular Session**16.****Meeting Date:** 05/11/2021

North Texas Council of Governments COOP ILA

Submitted For: Joy Simonton**Submitted By:** Erica Smith, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the interlocal agreement ILA between North Texas Council of Governments and Williamson County for the North Texas Share cooperative purchasing program, and authorizing execution of the agreement.

Background

Approval of this item will allow Williamson County to join the North Texas Share Cooperative Purchasing Program. The Master Interlocal Agreement is attached outlining the terms and conditions of the agreement between the North Texas Council of Governments and Williamson County. The Purchasing, Legal Department and Contract Audit Department have reviewed the cooperative program and approve the platform.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Interlocal Agreement

Current Participants List

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Erica Smith

Final Approval Date: 05/06/2021

Reviewed By

Joy Simonton

Andrea Schiele

Date

05/06/2021 08:39 AM

05/06/2021 08:51 AM

Started On: 05/04/2021 02:58 PM



For NCTCOG Use Only

ILA No: _____

MASTER INTERLOCAL PURCHASING AGREEMENT

THIS MASTER INTERLOCAL AGREEMENT (“ILA”), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the “Act”), by and between the North Central Texas Council of Governments, hereinafter referred to as “NCTCOG,” having its principal place of business at 616 Six Flags Drive, Arlington, TX 76011, and Williamson County, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as “Participant,” having its principal place of business at 710 Main Street Georgetown, TX 78626

WHEREAS, NCTCOG is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, NCTCOG is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, NCTCOG has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, Participant has represented that it is an eligible entity under the Act, that it is authorized to enter into this Agreement on _____ (Date), and that it desires to contract with NCTCOG on the terms set forth below;

NOW, THEREFORE, NCTCOG and the Participant do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Participant represents and warrants to NCTCOG that (1) it is eligible to contract with NCTCOG under the Act for the purposes recited herein because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state, or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: SCOPE OF SERVICES

The Participant appoints NCTCOG its true and lawful purchasing agent for the purchase of certain products and services (“Products” or “Services”) through the **North Texas SHARE** program. Participant will access the Program through **www.NorthTexasSHARE.org**. All purchases under this Agreement shall comply with applicable Texas competitive bidding statutes as well as the specifications, contract terms and pricing applicable to such purchases. NCTCOG may also serve as a coordinating agent to administer the use of eligible Participant contracts to other participants of North Texas SHARE. The eligibility of such contracts will be determined by incorporation of coordinating agent authorization in Participant’s solicitation documents. Title to all products purchased under the North Texas SHARE program shall be held by Participant unless otherwise agreed. Nothing in this Agreement shall preclude the Participant from purchasing Products and/or Services offered in the North Texas SHARE program directly from the vendor/supplier.



For NCTCOG Use Only

ILA No: _____

ARTICLE 3: PAYMENTS

Upon delivery of goods or services purchased and presentation of a properly documented invoice, the Participant shall promptly, and in any case within thirty (30) days, pay the contracted provider the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall NCTCOG have any financial liability to the Participant for any goods or services Participant purchases through the North Texas SHARE program.

ARTICLE 4: PERFORMANCE PERIOD

This Agreement shall be effective when signed by the last party whose signing makes the Agreement fully executed and will remain in full force and effect for one (1) year. This Agreement shall automatically renew for successive one-year terms unless sooner terminated in accordance with Article 6 below. Any modification of this Agreement must comply with the requirements of Article 5 below.

ARTICLE 5: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by both parties, except that any alternations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation. NCTCOG reserves the right from time to time to make changes in the scope of products and services offered through the North Texas SHARE program.

ARTICLE 6: TERMINATION PROCEDURES

NCTCOG or the Participant may cancel this Agreement for any reason and at any time upon thirty (30) days written notice by certified mail to the other party to this Agreement. The obligation of the Participant to pay for any Service and/or Products purchased under this Agreement, shall survive such cancellation, as well as any other Participant costs incurred prior to the effective date of the cancellation.

ARTICLE 7: APPLICABLE LAWS

NCTCOG and the Participant agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Agreement.

ARTICLE 8: DISPUTE RESOLUTION

The parties to this Agreement agree to the extent possible and not in contravention of any applicable state or federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration or any other local dispute mediation process before resorting to litigation.

ARTICLE 9: MISCELLANEOUS

- a. This Agreement has been made under and shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under, or in connection with, this Agreement shall lie exclusively in Tarrant County, Texas.
- b. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entities.
- c. This Agreement and the rights and obligations contained herein may not be assigned by either party without the prior written approval of the other party to this Agreement.



For NCTCOG Use Only

ILA No: 2021-08-NCT

- d. All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.
- e. To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds.
- f. This Agreement and any attachments/addendums, as provided herein, constitute the complete agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

North Central Texas Council of Governments
North Texas SHARE
616 Six Flags Drive, Arlington, Texas 76011

Michael Eastland

NCTCOG Executive Director or Designee

DocuSigned by:

Michael Eastland

A4E72G4BEEF0F426...

Signature of Executive Director or Designee

5/3/2021

Date

Williamson County

Name of Participant Agency

710 Main Street

Mailing Address

Georgetown, TX 78626

City

State

Zip

County Judge Bill Gravell Jr

Name and Title of Authorized Official or Designee

Signature

Date



CURRENT LIST OF PARTICIPATING ENTITIES

Cities

Addison	Galveston	Monahans
Allen	Gatesville	Nacogdoches
Annetta	Garland	Nederland
Arlington	Georgetown	North Richland Hills
Bay City	Godley	Ovilla
Baytown	Grapevine	Paris
Bedford	Granbury	Pflugerville
Bellaire	Grand Prairie	Plainview
Benbrook	Greenville	Prosper
Big Spring	Haltom	Reno
Boerne	Harlingen	Richardson
Bryan	Highland Park	Richland Hills
Burleson	Hurst	Roanoke
Burnet	Irving	Rockport
Carrollton	Jacksonville	Rowlett
Cedar Hill	Justin	San Marcos
Cedar Park	Keene	Schertz
Celina	Keller	Selma
Cleburne	Kennedale	Sherman
Colleyville	Kilgore	Silsbee
Conroe	Lake Worth	Sugarland
Converse	La Marque	Southlake
Coppell	Lancaster	Temple
Copperas Cove	Lampasas	The Colony
Corinth	La Porte	Tomball
Dallas	Lewisville	Tyler
Del Rio	Little Elm	University Park
Denton	Lubbock	Venus
Duncanville	Mansfield	Victoria

Eules
Farmers Branch
Fate
Flower Mound
Fort Stockton
Fort Worth
Frisco

Marble Falls
McKinney
Mesquite
Midlothian
Mineral Wells
Missouri City

Waco
Watauga
Weatherford
Webster
West University Place
Wharton
Wichita Falls

Counties

Bastrop
Brazos
Collin
Cooke
Comal
Denton
Ector
Ellis
El Paso
Erath
Galveston
Gonzales
Grayson
Guadalupe
Harrison
Hunt
Irion
Jasper
Kaufman
Kerr
Lamar
Limestone
Lubbock
McLennan
Navarro
Polk
Randall
Taylor
Tyler
Wharton
Wise
Yoakum

Other

Azle ISD
Cisco College
Dallas County Utility
Denton County
El Paso Water Utilities
Harlingen
Lake Cities Municipal
Lubbock County
McAllen ISD
Montgomery Central
Permian Basin
Sabine River
Tarrant Regional

Commissioners Court - Regular Session**17.****Meeting Date:** 05/11/2021

Award IFB T3822 Narrow Aisle Forklift

Submitted For: Joy Simonton**Submitted By:** Erica Smith, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on awarding IFB #T3822 for a narrow aisle forklift to the lowest responsive bidder Toyota Lift of South Texas Doggett Equipment Services Group in the amount of \$76,428.00.

Background

Approval of this item will support the operations of the Elections Department warehouse. Williamson County received one responsive and one nonresponsive submittal to the solicitation. After review from the Elections department it is recommended that Toyota Lift of South Texas be awarded IFB #T3822 Narrow Aisle Forklift. The dimensions of aisles in the Elections warehouse are only 66" which requires a narrow aisle forklift to be used. Most narrow aisle and traditional forklifts cannot operate in those dimensions. Detailed quote is attached to outline the specs of the Drexel forklift and what is included with the purchase. This expenditure will be charged to 01.0100.0492.005711. Department contact is Jerry Michalek and Chris Davis.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Statement of Opening

Quote

Recommendation Letter

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Erica Smith

Final Approval Date: 05/06/2021

Reviewed By

Joy Simonton

Andrea Schiele

Date

05/06/2021 10:04 AM

05/06/2021 10:19 AM

Started On: 05/05/2021 08:20 AM

Statement of opening of offers

The registration period for the purchase process IFB Narrow Aisle Forklift is closed on May 04, 2021 (Tue), 12:00 PM.

On May 04, 2021 (Tue), 12:00:00 PM, Erica Smith opened the registrations.

Entries submitted after the closing date, May 04, 2021 (Tue), 12:00 PM, will not be included in the procedure.

Registrations received:

	Offer ID	Name	Submitted
1	OF8326	OCTANE Forklifts Inc. By: OCTANE Forklifts Inc.	May 03, 2021 (Mon), 1:06:56 PM
2	OF7814	Toyota Lift of South Texas By: Toyota Lift of South Texas	May 03, 2021 (Mon), 4:06:58 PM

Registration prices:

OCTANE Forklifts Inc. - Submitted price: \$ 29,667.00

Toyota Lift of South Texas - Submitted price: \$ 76,428.00

Reported by Erica Smith on May 05, 2021 (Wed), 8:45 AM



1618 Future Drive, Austin, TX 78754

Ph: 512-928-8700

Fax: 512-928-8444

April 20, 2021

Re: Georgetown, TX Facility

Quote #DK11720-1 Rev3

Williamson County Elections
301 SE Inner Loop, Ste. 104
Georgetown, TX 78626
Attention: Mr. Jerry Michalek

Electric Drexel SLT30-AC – Narrow Aisle SwingMast Forklift

Standard features:

- Three Wheel Design, single rear wheel drive
- 20" of Shift (includes 3" of reach)
- Adjustable seat and steering wheel
- Rear Wheel Steer
- AC Traction Motor Controllers
- AC Hydraulic Motor Controller
- Battery Discharge Indicator with Lift Interrupt
- Electronic Full Time Power Steering
- Hydraulic Front Wheel Brakes
- Horizontal tilt indicator
- Safety seat switch, seat belt and rear view mirror
- 48 Volt Electrical System
- Electric Drive Motor Shaft Parking Brake
- High Visibility Mast
- Rear Tow hitch pin
- Meets all the requirements of ANSI B56.1
- Mast Tilt- 3 degree fwd. / 4 degrees back
- Headlights, Back Up Alarm, Flashing Light
- Pallets: 48" x 40" – Clear Aisle 66" - Unguided

Mast dimensions: Lift Height: 205" Collapsed Height: 90"

Capacity: 2600 lbs. to 205" @ 24" LC

Delivery: Georgetown, TX

Lead Time: 21 - 22 Weeks

Quantity: 1 unit

Pricing: **\$ 76,428.00 each**

Battery: 24-125F-13 – *Price: Included*

- Hawker
- 48 Volts / 750 AMP Hour
- Watering System w/ Direct Fill Gun
- Water Level Lite

Charger: PTOM3-48C-120Y - *Price: Included*

- Requires 480V / 3-Phase Power
- Customer responsible for installation of charger.

ELECTIONS DEPARTMENT
301 SE Inner Loop, Ste 104
Georgetown, Texas 78626
Phone: 512/943-1630
Fax: 512/943-1634

To: Mrs. Erica Smith-Purchasing
From: Jerry Michalek- Elections Department
Subject: Narrow Aisle Forklift
IFB T3822
Re: IFB Award

In response to Solicitation # T3822 the Purchasing Department received one responsive bid and one unresponsive bid from companies desiring to provide a forklift for Williamson County.

The Elections department, with Purchasing Department overview, reviewed the bids.

After reviewing the bids and considering the pricing, Doggett Toyota Lift of South Texas and El Paso is the best overall selection for a forklift for Williamson County.

The Williamson County Elections Department recommends that Doggett be the awarded vendor for the forklift for Williamson County. - Solicitation # T3822

Thank you,

Jerry Michalek

Commissioners Court - Regular Session**18.****Meeting Date:** 05/11/2021

Williamson County Sheriff's Office Evidence Lockers

Submitted For: Joy Simonton**Submitted By:** Andrew Portillo,
Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approving agreement between Williamson County and Vaughn Construction for the installation of evidence lockers at the Williamson County Sheriffs Office Jail in the not-to-exceed amount of \$32,682.80 per the Choice Partners Contract Number #15/041JN-16 and authorizing the execution of this agreement.

Background

This agreement includes demolition, the installation of partitions, painting, masonry work and clean-up etc. as per attached quote. Department point of contact is Dwayne Gossett. Funding Source is 01.0100.1008.004509.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

contract & quote

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Andrew Portillo

Final Approval Date: 04/29/2021

Reviewed By

Joy Simonton

Andrea Schiele

Date

04/29/2021 10:40 AM

04/29/2021 10:42 AM

Started On: 04/26/2021 01:08 PM

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT

FOR

S.O. EVIDENCE LOCKERS

(Vaughn Construction via Choice Partners Contract Number: 15/041JN-16)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are 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 CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Vaughn Construction** (hereinafter "Service Provider"), with mailing address at 10355 Westpark Drive Houston, Texas 77042 (phone 713-243-8300). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided. Service Provider agrees to indemnify, hold harmless, and defend The County against any claim,

demand, loss, injury, damages, action, or liability of any kind against The County resulting from any services Service Provider perform on behalf of The County.

II.

Entire Contract & Incorporated Documents: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

- A. As described in the attached Statement of Work/Proposal, dated April 1, 2020 which is incorporated herein as if copied in full;**
- B. Choice Partners Contract Number: 15/041JN-16; and**
- C. Any required insurance certificates evidencing required coverages.**

III.

No Assignment: Service Provider may not assign this contract.

IV.

Compliance with All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

V.

Consideration and Compensation: Service Provider will be compensated based on the attached Statement of Work/Quotation dated April 1, 2021 which is incorporated herein as if copied in full. **The not-to-exceed amount under this agreement is \$32,682.80, unless amended by a change order and approved by the Williamson County Commissioners Court.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street

Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VI.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

Type of Coverage		Limits of Liability
a.	Worker's Compensation	Statutory
b.	Employer's Liability	
	Bodily Injury by Accident	\$500,000 Ea. Accident
	Bodily Injury by Disease	\$500,000 Ea. Employee
	Bodily Injury by Disease	\$500,000 Policy Limit
c.	Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (including premises, completed operations and contractual)	\$1,000,000	\$1,000,000
Aggregate policy limits:		\$2,000,000

- d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000

Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits	No aggregate limit	

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by The County.

Upon execution of this Contract, Service Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR

NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he or she is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

As described in the Statement of Work/Proposal, dated April 1, 2020 which is incorporated herein as if copied in full.

IX.

Good Faith: Service Provider agrees to act in good faith in the performance of this agreement.

X.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XI.

Termination: 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 actually received.**

XII.

Venue and Applicable Law: Venue of this contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XIII.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph XI above.

XIV.

Severability: 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.

XV.

Right to Audit: Service Provider agrees that The 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 Service Provider which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that The County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

XVI.

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

XVII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this contract on behalf of The County.

Executed this ____ day of _____, 20____ to be effective as of the date of the last party's execution below.

County:

Hon. Bill Gravell
Williamson County Judge

Date: _____, 20____

Service Provider:



Authorized Representative

J. Thomas Vaughn, CEO

Date: April 22 2021

Exhibit(s)
Statement of Work/Proposal, dated April 1, 2020
(Incorporated herein as if copied in full)



April 13, 2021

Williamson County Facilities
Project Management
3101 SE Inner Loop
Georgetown, TX 78626
(512) 943-1636

10355 Westpark Drive
Houston, Texas
77042-5312

Telephone:
(713) 243-8300

Facsimile:
(713) 243-8350

Attention: **Tom Stanfield**

Reference: **Proposal – WILCO Jail Evidence Lockers**

Choice Partners Contract Number: **20/017MR-20**

We respectfully submit a proposal of **\$32,682.80** (Thirty-Two Thousand Six Hundred and Eighty-Two dollars and 80/100 to provide the following scope:

Summary of Base Cost:

RS Means Total "O&P":	\$ 31,455.24
Contractor Coefficient:	0.98
Subtotal:	\$ 30,826.14
Non Pre-Priced Item:	\$ 0.00
Bond Cost:	\$ 1,856.66
Total Base Cost:	\$ 32,682.80

Assumptions and Clarifications:

- All work to be performed during normal business hours 7am to 3:30pm, Monday thru Friday.
- Proposal does not include cost for background checks.
- Proposal does not include negative air machines
- Proposal does not include locating or removing asbestos or other hazardous materials
- Proposal does not include fully supporting the existing CMU wall. Assume wall in 100% grout filled
- Proposal does not include patching of the floor
- Proposal assumes water supply to be provided by Wilco
- Vaughn has the right to purchase and manage a project specific Contractor Controlled Insurance Program.

Scope of Work based on:

- Work to be completed per walk through with Williamson County (Dwayne Gossett) drawings N/A

General Qualifications:

- Excludes Contractor Contingency
- Excludes Sales Tax
- Excludes Building Permit Costs
- Excludes asbestos abatement and or lead removal
- Excludes building code changes, life safety code changes, or other regulatory changes that may occur beyond what is currently designed
- Excludes provisions for, or any impacts from, any errors or omissions in the contract documents prepared and/ or issued by the Owner, Owner's vendors/ separate contracts, Architect, Engineer, Consultant, or similar party.
- This proposal is based on market conditions at the time of entering into the Agreement and agree that the risk of unforeseen increases in the cost of the work shall be borne by the party receiving benefit of the Work. Such events or causes shall include, but not be limited to, natural disasters such as hurricanes, earthquakes, floods or other severe weather events, taxes tariffs, labor strikes or labor shortages, highly adverse economic conditions, or sudden market fluctuations resulting in shortages of materials or increases in cost thereof. If the Cost of the Work or portion of the Cost of the Work increases as a result of an external cause, rendering the cost of performance different than contemplated by the Agreement, and the event or cause is beyond the



control of Owner or Construction Manager, then the Contract Price shall be equitably adjusted by such increased cost, unless the Owner, Architect, and Construction Manager are able to cooperate in revising the Project scope and quality as required to reduce the Cost of the Work by an amount equal to the cost increase.

- Excludes Holiday Work

Our price is valid for ten (10) days

We appreciate the opportunity, and please call me at 512-663-7461 with any questions.

Very truly yours,
VAUGHN CONSTRUCTION


Doug Boram

Wilco Jail Evidence Locker

508 S Rock St
Georgetown Texas 78626

Data Release : Year 2021 Quarter 1

Unit Cost Estimate

Quantity	LineNumber	Line Source	Description	Unit	Ext. Total O&P	Labor Type	Data Release	CCI Location
2	013113200260		Field personnel, superintendent, average	Week	\$ 7,450.00	RR	Year 2021 Quarter 1	TEXAS / AUSTIN (786-787)
1	028719100180		Infectious control partition, temporary barriers, adjustable, obscured vision, to 10' high, 4'-6" wide panel with 44" door, includes PPE	Ea.	\$ 1,322.02	RR	Year 2021 Quarter 1	TEXAS / AUSTIN (786-787)
100	017413200052		Cleaning up, cleanup of floor area, continuous, per day, during construction	M.S.F.	\$ 5,630.00	RR	Year 2021 Quarter 1	TEXAS / AUSTIN (786-787)
1	040505109000		Selective demolition, masonry, minimum labor/equipment charge	Job	\$ 187.63	RR	Year 2021 Quarter 1	TEXAS / AUSTIN (786-787)
205	030505100270		Selective concrete demolition, 2 - 5 CF per piece, precast specialty embedded in masonry, excludes shoring, bracing, saw or torch cutting, loading, hauling, dumping	Ea.	\$ 14,913.75	RR	Year 2021 Quarter 1	TEXAS / AUSTIN (786-787)
1000	099113900370		Paints & coatings, walls, concrete masonry units (CMU), smooth surface, first coat, latex, brushwork	S.F.	\$ 460.00	RR	Year 2021 Quarter 1	TEXAS / AUSTIN (786-787)
1000	099113900380		Paints & coatings, walls, concrete masonry units (CMU), smooth surface, second coat, latex, brushwork	S.F.	\$ 310.00	RR	Year 2021 Quarter 1	TEXAS / AUSTIN (786-787)
11	051223452700		Lintel angle, structural, unpainted, 4"x3-1/2"x1/4" T, 9'-0" long, shop fabricated	Ea.	\$ 1,181.84	RR	Year 2021 Quarter 1	TEXAS / AUSTIN (786-787)

Summary of Base Cost:

RS Means Total "O&P":	\$ 31,455.24
Contractor Coefficient:	\$ 0.98
Subtotal:	\$ 30,826.14
Non Pre-Priced Item:	\$ -
Bond Cost:	\$ 1,856.66
Total Base Cost:	\$ 32,682.80

Commissioners Court - Regular Session**19.****Meeting Date:** 05/11/2021

Williamson County Health District Texas Ave Repairs and Painting

Submitted For: Joy Simonton**Submitted By:** Andrew Portillo,
Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action approving the services between Williamson County and Randy Austin d/b/a The Drywall Company to provide repairs and painting to the Williamson County Health District in the not-to-exceed amount of \$76,600.00 and exempting this purchase from the competitive bidding requirements per Texas Local Government Code Section 262.024.(a)(2) (an item necessary to preserve or protect the public health or safety of the residents of the county).

Background

This proposal will include the materials and labor per the attached quote to repair water damage walls at the Williamson County Health District located at 335 Texas Avenue, Round Rock 78664. Department Point of contact Angel Gomez. Funding Source is 01.0100.0409.004987.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

contract & quote
Justification email

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Andrew Portillo

Final Approval Date: 05/06/2021

Reviewed By

Joy Simonton

Andrea Schiele

Date

05/06/2021 08:56 AM

05/06/2021 08:59 AM

Started On: 05/05/2021 08:08 AM

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
(Repairs and Painting for 355 Texas Avenue, Round Rock)

THIS SERVICES CONTRACT (hereinafter “Contract”) is made and entered into by and between **Williamson County, Texas** (hereinafter “The County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Randy Austin d/b/a The Drywall Company**, (hereinafter “Service Provider”) with offices located at 609 Horizon Park Blvd, Leander, TX 78641. The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

As described in the attached Statement of Work/Quotation, dated April 17, 2021, which is incorporated herein as if copied in full.

Should The County choose to add services in addition to those described in attached Exhibit, such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by The County for the additional services. Service Provider shall not begin any additional services and The County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

II.

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

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for the specific project herein. **The not-to-exceed amount under this agreement is \$76,600.00, unless amended by a change order and approved by the Williamson County Commissioners Court.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

IV.

No Agency Relationship: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Contract.

V.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR

BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VI.

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

VII.

Compliance with All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

VIII.

Termination: This Contract 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 actually received.

IX.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

X.

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

XI.

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

XII.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XIII.

Good Faith: Service Provider agrees to act in good faith in the performance of this Contract.

XIV.

No Assignment: Service Provider may not assign this Contract.

XV.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of The County.

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

SERVICE PROVIDER:

Authorized Signature

Randall T Austin
Authorized Signature

Printed Name

Randall T Austin
Printed Name

Date: _____, 2021

Date: May 5, _____, 2021

Exhibit
Statement of Work/Quotation
Dated April 17, 2021

THE DRYWALL COMPANY

**609 Horizon Park Blvd
Leander, TX 78641**

Date	Proposal
4/17/2021	1279

Name / Address
Williamson County/ Angel Gomez

		Project
		355 Texas Avenue Round Rock, TX 78664
Description	Cost	Total
Construction Services Material and labor as follows: Repair water damaged walls. Insulation: Replace R-11 fiberglass un-faced batts in walls where it was removed. Drywall: Replace 5/8" firecode drywall, float smooth, sand texture as needed to match existing drywall. Repair drying holes to make ready for paint and 4" rubber wall base. Paint: Sherwin-Williams interior Architectural Promar 200 zero voc egg shell Latex paint on walls with water damage or permanent marker above 4" rubber wall base. Base trim: Replace missing 4" rubber wall base. TDC Labor, Material, OH/P	76,600.00	76,600.00
Total		\$76,600.00

Signature indicates
acceptance of bid price and terms of payment

Signature _____

Phone #	E-mail
Office 519 947-1395	randytaustin@att.net
Randy Austin C.P. (512) 947-1395	

From: [Angel Gomez](#)
To: [Purchasing Project Services](#)
Cc: [Dale Butler](#); [Trenton Jacobs](#); [Tom Stanfield](#); [Jack Combs](#)
Subject: 355 Texas Avenue Health Dept - REQUEST FOR CONTRAT
Date: Thursday, April 29, 2021 5:20:21 PM

Good Afternoon,

Request to issue a short form contract to perform repairs and painting at 355 Texas Avenue, round Rock, TX.

Work is to make repairs resulting from the snow-storm event that damage the building.

Attached you will find a proposal from "The Drywall Company."

- Amount: \$76,600.00
- Funding Source: 100.0409.4987 (winter storm)

Please advice as to what additional steps or actions will be needed to proceed with purchase.

If you have any questions do not hesitate to call me directly.

Respectfully,

J. Angel Gomez, CTCM

Project Manager



3101 SE Inner Loop

Georgetown, TX 78626

512-943-1625 Office

512-917-0894 Mobile

Email: angel.gomez@wilco.org

Commissioners Court - Regular Session**20.****Meeting Date:** 05/11/2021

Approve PSA (Professional Services Agreements) with Engineered Exteriors.

Submitted For: Joy Simonton**Submitted By:** Johnny Grimaldo,
Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving Professional Service Agreements for facade repairs with the most qualified firm, Engineered Exteriors, for the County Justice Center in the not-to-exceed amount of \$4,000 and for the Williamson County Jail in the not-to-exceed amount of \$4,900, and authorizing the execution of the agreements.

Background

The Facilities department selected Engineering Exteriors due to the following factors:

1. Level of engineering and consulting services for weather-proofing masonry facades.
2. Experience with other similar multi-story buildings.
3. Credentials of engineers assigned to project.
4. Geographic proximity of home office to Williamson County.
5. Responsiveness and customer service during the scoping process.

The agreements are for the County Justice Center facade in the amount of \$4,000.00 funding Source 100.1009.4509 and the Sheriff's Office facade in the amount of \$4,900.00 funding source 100.1008.4510. Department point of contact for both projects is Dwayne Gossett.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

CJC Agreement

SO Agreement

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Johnny Grimaldo

Final Approval Date: 05/06/2021

Reviewed By

Joy Simonton

Andrea Schiele

Date

05/06/2021 10:22 AM

05/06/2021 10:28 AM

Started On: 05/05/2021 02:57 PM



AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: Justice Center Façade Repair ("Project")

ARCHITECT/ ENGINEER: Engineered Exteriors, LLC ("A/E")
Jennifer Doyle, PE, RRC, REWC, LEED AP, Principal Engineer
13740 Research Blvd., Suite C2
Austin, TX 78750

**COUNTY'S DESIGNATED
REPRESENTATIVE:** Williamson County Facilities Department
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

THIS AGREEMENT FOR DESIGN, AND ENGINEERING SERVICES ("Agreement") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and A/E.

R E C I T A L S

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional architects and engineers; and

WHEREAS, County intends to conduct an envelope assessment of the existing building façade to determine corrective actions; and

WHEREAS, County desires that A/E perform certain professional services in connection with the Project; and

WHEREAS, 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:

ARTICLE 1 SCOPE OF AGREEMENT

A/E agrees to perform professional 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 articles to follow.

ARTICLE 2 CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

2.1 Contract Documents.

Contract Documents consist of this Agreement, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Agreement), and all fully executed Supplemental Agreements which are subsequently issued. These form the entire Agreement, and all are as fully a part of this Agreement as if attached to this Agreement or repeated herein.

2.2 Existing Information.

County shall 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 the County so instructs A/E.

2.3 Project Documents.

In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

2.3.1

Texas Accessibility Standards (TAS) of the Architectural Barriers Act, **Article 9102, Texas Civil Statutes, Effective March 15, 2012**, including latest revisions

2.3.2

Americans with Disabilities Act (ADA)

2.3.3

Williamson County Facilities Building Code Adoption List, 2020 edition as updated

2.3.4

Williamson County Consultant Design Submittal Guidelines, 2020 edition as updated

ARTICLE 3

NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

3.1 Non-collusion.

A/E warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for A/E, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or subconsultant any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, County reserves and shall have the right to annul this Agreement without liability or, in its discretion and at its sole election, to deduct from the Agreement price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

3.2 Debarment Certification.

A/E must sign the Debarment Certification enclosed herewith as **Exhibit E**.

3.3 Financial Interest Prohibited.

A/E covenants and represents that A/E, its officers, employees, agents, consultants, and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials, or equipment that will be recommended or required for the construction of the Project.

ARTICLE 4

CHARACTER AND SCOPE OF SERVICES

4.1

In consideration of the compensation herein provided, A/E shall perform professional design and engineering services for the Project, which are acceptable to County, based on standard architectural and engineering practices and the scope of work described on the Exhibits attached to this Agreement. A/E shall also serve as County's professional 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.

4.2

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"):

4.2.1

The Basic Scope of Services shall generally consist of all elements of work, meetings, materials, and equipment required for the development of the Project in accordance with the requirements, policies, and general practices of Williamson County.

4.2.2

As part of the Basic Services, A/E shall submit its work products to County for review as requested by County.

4.2.3

The detailed Basic Services for the Project is set forth herein as **Exhibit A** to this Agreement, which is expressly incorporated and made a part hereof.

ARTICLE 5 TIME FOR PERFORMANCE

5.1 Commencement.

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.

5.2 Duration.

A/E agrees to complete the Basic Services within the time period set forth in **Exhibit C**. The time limits set out therein may, for good cause, be extended, in writing, by County as the Project proceeds.

ARTICLE 6 COMPENSATION AND EXPENSES

6.1 Basic Fee.

For and in consideration of the Basic Services rendered by A/E, County shall pay to A/E up to **Four Thousand Dollars (\$ 4,000)** hereinafter called the "Basic Fee", plus the amount payable under **Article 7** (Additional Services and Charges).

The Basic Fee is based upon all estimated labor costs required in the performance of all items and phases of the Basic Services set forth in **Exhibit A**. Compensation for Basic Services will be paid by County by monthly invoices of percentage completion. County will only be obligated to pay A/E for the performance of items and phases of the Basic Services actually rendered and incurred, which may be less than the above stated Basic Fee.

6.2 Expenses.

A/E shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit D**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and **must strictly comply with the Williamson County Vendor Reimbursement Policy**. The copies of the provider's invoice must evidence the actual costs billed

to A/E without markup. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and must not exceed **Forty Dollars (\$ 40)**.

ARTICLE 7 ADDITIONAL SERVICES AND CHARGES

For the performance of services not specifically described as Basic Services under **Article 4** above (sometimes referred to herein as "Additional Services"), County shall pay and A/E shall receive, under a negotiated, written Supplemental Agreement, Additional Services compensation based upon the method and rates set forth in **Exhibit B**.

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 prior written authorization of County as hereinabove required. Furthermore, in no event will County be obligated to compensate A/E for any Additional Services and charges in an amount more than **One Hundred Sixty Dollars (\$ 160)**.

ARTICLE 8 TIME OF PAYMENT; PAYMENT AND INTEREST; AND RIGHT TO AUDIT

8.1 Time of Payment.

During the performance of the services provided for in this Agreement, monthly payments shall be made based upon that portion of the services which has been completed.

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 to County working documents in any stage of completion to demonstrate incremental progress of Basic Services and the compensation which is due for percentage completion of Basic Services. For amounts payable under **Article 7** which have not been previously billed or paid, 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 services provided for by this Agreement which were completed during such calendar month plus the amounts payable under **Article 7** 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 the County or whether they are the basis of invoices from subcontractors for which A/E seeks reimbursement from the 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 the County and that all information contained in the invoice that is being submitted is true and correct.

The County shall review the documentation and shall pay each statement as set forth in this **Article 8**, however, the approval or payment of any statement shall not be considered 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. Final payment does not relieve A/E of the responsibility of correcting any errors or omissions resulting from A/E's negligence.

Upon submittal of the initial invoice, A/E shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

8.2 Prompt Payment Policy.

In accordance with **Chapter 2251, V.T.C.A., Texas Government Code**, payment to A/E will be made within **thirty (30) days** of the day on which the performance of services was complete, or within **thirty (30) days** of the day on which the County Auditor receives a correct invoice for services, whichever is later. A/E may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

8.2.1

There is a bona fide dispute between County and A/E concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

8.2.2

There is a bona fide dispute between A/E and a subcontractor/ subconsultant or between a subcontractor/ subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Basic Services performed which causes the payment to be late; or

8.2.3

The invoice is not submitted to Williamson County in strict accordance with instructions, if any, on the purchase order, or this Agreement or other such contractual agreement.

The County Auditor shall document to A/E the issues related to disputed invoices within **ten (10) calendar days** of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of **Texas Government Code, Chapter 2251, V.T.C.A.**

ARTICLE 9 PROJECT TEAM

County's Designated Representative for purposes of this Agreement is as follows:

**Williamson County Facilities Department
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626**

County shall have the right, from time to time, to change the County's Designated Representative by giving A/E written notice thereof. With respect to any action, decision, or determination which is to be taken or made by County under this Agreement, the County's Designated Representative may take such action or make such decision or determination or shall notify A/E in writing of an individual responsible for, and capable of, taking such action, decision, or determination, and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by County's Designated Representative shall be binding on County; *provided, however*, County's Designated Representative shall not have any right to modify, amend, or terminate this Agreement or executed Supplemental Agreement. County's Designated Representative shall not have any authority to execute a Supplemental Agreement unless otherwise granted such authority by the Williamson County Commissioners Court.

A/E's Designated Representative for purposes of this Agreement is as follows:

**Engineered Exteriors, LLC
Jennifer Doyle, PE, RRC, REWC, LEED AP, Principal Engineer
13740 Research Blvd., Suite C2
Austin, TX 78750**

A/E shall have the right, from time to time, to change A/E's Designated Representative by giving County written notice thereof. With respect to any action, decision, or determination which is to be taken or made by A/E under this Agreement, A/E's Designated Representative may take such action or make such decision or determination, or shall notify County in writing of an individual responsible for and capable of taking such action, decision, or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions, or determinations by A/E's Designated Representative on behalf of A/E shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by A/E's Designated

Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by A/E's Designated Representative shall be binding on A/E. A/E's Designated Representative shall have the right to modify, amend, and execute Supplemental Agreements on behalf of A/E.

ARTICLE 10 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 (3) 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:

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

With copy to: Williamson County Facilities Department
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

A/E: Engineered Exteriors, LLC
13740 Research Blvd., Suite C2
Austin, TX 78750

Attention: Jennifer Doyle, PE, RRC, REWC, LEED AP
Principal Engineer

Either party may designate a different address by giving the other party ten (10) days written notice.

ARTICLE 11 PROGRESS EVALUATION

A/E shall, from time to time during the progress of the Basic Services, confer with County at County's election. A/E shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Basic Services. At the request of County or A/E, conferences shall be provided at A/E's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Basic Services. County may, from time to time, require A/E to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Basic Services does not satisfy the terms of this Agreement then County shall review same with A/E to determine corrective action required.

A/E shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Basic Services, including but not limited to the following:

11.1

Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of this Agreement or preclude the attainment of Project Basic Services by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

11.2

Favorable developments or events which enable meeting goals sooner than anticipated in relation to this Agreement.

ARTICLE 12 CHANGES IN COMPLETED BASIC SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Basic Services or parts thereof which involve changes to the original Basic Services or character of Basic Services under this Agreement, then A/E shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Services and paid for as specified under **Article 7**. A/E shall make revisions to Basic Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Basic Services.

ARTICLE 13

REVIEW PROCESS AND REVISIONS TO A/E WORK PRODUCT

13.1 Review Process.

A/E's Work Product will be reviewed by County under its applicable technical requirements and procedures, as follows:

13.1.1 Submittal.

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 Production Schedule set forth in **Exhibit C**.

13.1.2 Completion.

Reports, plans, specifications, and supporting documents shall be submitted by A/E on or before the dates specified in **Exhibit C**. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in **Exhibit A** have been included in compliance with the requirements of this Agreement. The completeness of any Basic Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify A/E in writing within such thirty (30) day period if such Basic Services have been found to be incomplete. If the submission is Complete, County will notify A/E and County's technical review process will begin.

If the submission is not Complete, County will notify A/E, who shall perform such professional services as are required to complete the Basic Services and resubmit it to County. This process shall be repeated until a submission is Complete.

13.1.3 Acceptance.

County will review the completed Basic Services for compliance with this Agreement. If necessary, the completed Basic Services will be returned to A/E, who shall perform any required Basic Services and resubmit to County. This process shall be repeated until the Basic Services are Accepted. "Acceptance" or "Accepted" shall mean that in County's reasonable opinion, substantial compliance with the requirements of this Agreement has been achieved.

13.1.4 Final Approval.

After Acceptance, A/E shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by County. "Final Approval" in this sense shall mean formal recognition that the Basic Services have been fully carried out.

13.2 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 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.

13.3 Days.

All references to a "day" in this Agreement shall mean a calendar day unless otherwise specified.

13.4 County's Reliance on A/E.

A/E's duties as set forth herein shall at no time be in any way diminished by reason of any review, evaluation, or approval by County nor shall A/E be released from any liability by reason of such review, evaluation or approval by County, it being understood that County, at all times, is ultimately relying upon A/E's skill, ability, and knowledge in performing the Basic Services required hereunder.

ARTICLE 14 SUSPENSION

Should County desire to suspend the Basic Services, but not to terminate this Agreement, then such suspension may be effected by County giving A/E **thirty (30) calendar days'** verbal notification followed by written confirmation to that effect. Such **thirty (30)-day** notice may be waived in writing by agreement and signature of both parties. The Basic Services may be reinstated and resumed in full force and effect within **sixty (60) days** of receipt of written notice from County to resume the Basic Services. Such **sixty (60)-day** notice may be waived in writing by agreement and signature of both parties. If this Agreement is suspended for more than **thirty (30) days**, A/E shall have the option of terminating this Agreement and, in the event, A/E shall be compensated for all Basic Services performed and reimbursable expenses incurred, provided such Basic Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

County assumes no liability for Basic Services performed or costs incurred prior to the date authorized by County for A/E to begin Basic Services, and/or during periods when Basic Services are suspended, and/or subsequent to the completion date.

ARTICLE 15 VIOLATION OF CONTRACT TERMS/ BREACH OF CONTRACT

Violation of contract terms or breach of contract by A/E shall be grounds for termination of this Agreement, and any increased costs arising from A/E's default, breach of contract, or violation of contract terms shall be paid by A/E.

ARTICLE 16 TERMINATION

This Agreement may be terminated as set forth below.

16.1

By mutual agreement and consent, in writing, of both parties.

16.2

By County, by notice in writing to A/E, as a consequence of failure by A/E to perform the Basic Services set forth herein in a satisfactory manner.

16.3

By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

16.4

By County, for reasons of its own and not subject to the mutual consent of A/E, upon not less than **thirty (30) days** written notice to A/E.

16.5

By satisfactory completion of all Basic Services and obligations described herein.

Should County terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to A/E. In determining the value of the Basic Services performed by A/E prior to termination, County shall be the sole judge. Compensation for Basic Services at termination will be based on a percentage of the Basic Services completed at that time. Should County terminate this Agreement under **Section 16.4** above, then the amount charged during the **thirty (30)-day** notice period shall not exceed the amount charged during the preceding **thirty (30) days**.

If A/E defaults in the performance of this Agreement or if County terminates this Agreement for fault on the part of A/E, then County shall give consideration to the actual costs incurred by A/E in performing the Basic Services to the date of default, the amount of Basic Services required which was satisfactorily completed to date of default, the value of the Basic Services which are

usable to County, the cost to County of employing another firm to complete the Basic Services required and the time required to do so, and other factors which affect the value to County of the Basic Services performed at the time of default.

The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Agreement. If the termination of this Agreement is due to the failure of A/E to fulfill its contractual obligations, then County may take over the Project and prosecute the Basic Services to completion. In such case, A/E shall be liable to County for any additional and reasonable costs incurred by County.

A/E shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by A/E in support of the Basic Services under this Agreement.

ARTICLE 17 USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications, and data or programs stored electronically, (hereinafter referred to as "A/E Work Products") prepared by A/E and its subcontractors/ subconsultants are related exclusively to the services described in this Agreement and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of A/E's designs under this Agreement (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to A/E.

By execution of this Agreement and in confirmation of the fee for services to be paid under this Agreement, A/E hereby conveys, transfers, and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and Work Product developed under this Agreement. Copies may be retained by A/E. A/E shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by A/E or anyone connected with A/E, including agents, employees, Engineers or subcontractors/ subconsultants. All documents so lost or damaged shall be replaced or restored by A/E without cost to County.

Upon execution of this Agreement, A/E grants to County permission to reproduce A/E's work and documents for purposes of constructing, using, and maintaining the Project, provided that County will comply with its obligations, including prompt payment of all sums when due, under this Agreement. A/E shall obtain similar permission from A/E's subcontractors/ subconsultants consistent with this Agreement. If and upon the date A/E is adjudged in default of this Agreement, County is permitted to authorize other similarly credentialed design professionals to

reproduce and, where permitted by law, to make changes, corrections, or additions to the work and documents for the purposes of completing, using, and maintaining the Project.

County shall not assign, delegate, sublicense, pledge, or otherwise transfer any permission granted herein to another party without the prior written consent of A/E. However, County shall be permitted to authorize the contractor, subcontractors, and material or equipment suppliers to reproduce applicable portions of A/E Work Products appropriate to and for use in the execution of the Work. Submission or distribution of A/E Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of A/E Work Products shall be at County's sole risk and without liability to A/E and its subconsultants.

Prior to A/E providing to County any A/E Work Products in electronic form or County providing to A/E any electronic data for incorporation into A/E Work Products, County and A/E shall, by separate written agreement, set forth the specific conditions governing the format of such A/E Work Products or electronic data, including any special limitations not otherwise provided in this Agreement. Any electronic files are provided by A/E for the convenience of County and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by A/E, the hardcopy shall prevail. Only printed copies of documents conveyed by A/E shall be relied upon.

A/E shall have no liability for changes made to the drawings by other consultants subsequent to the completion of the Project. Any such change shall be sealed by A/E making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 18

PERSONNEL, EQUIPMENT, AND MATERIAL

A/E shall furnish and maintain, at its own expense, quarters for the performance of all Basic Services, and adequate and sufficient personnel and equipment to perform the Basic Services as required. All employees of A/E shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of A/E who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Basic Services shall immediately be removed from association with the Project when so instructed by County. A/E certifies that it presently has adequate qualified personnel in its employment for performance of the Basic Services required under this Agreement, or will obtain such personnel from sources other than County. A/E may not change the Project Manager without prior written consent of County.

ARTICLE 19 SUBCONTRACTING

A/E shall not assign, subcontract, or transfer any portion of the Basic Services under this Agreement without prior written approval from County. All subcontracts shall include the provisions required in this Agreement. No subcontract shall relieve A/E of any responsibilities under this Agreement.

ARTICLE 20 MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the right 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.

ARTICLE 21 COMPLIANCE WITH LAWS

21.1 Compliance.

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 architecture and engineering professions, and in recognition of such standards, A/E shall comply with all applicable federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, minimum/ maximum salary and wage statutes and regulations, and licensing laws and regulations. A/E shall furnish County with satisfactory proof of its compliance.

A/E shall further obtain all permits and licenses required in the performance of the Basic Services contracted for herein.

21.2 Taxes.

A/E shall pay all taxes, if any, required by law arising by virtue of the Basic Services performed hereunder. County is qualified for exemption pursuant to the provisions of **Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act**.

ARTICLE 22 INDEMNIFICATION

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 AGREEMENT 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 AGREEMENT.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT A/E'S OBLIGATIONS UNDER THIS **ARTICLE 22**. THE TERMS AND CONDITIONS CONTAINED IN THIS **ARTICLE 22** SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT 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 THIS 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.

ARTICLE 23 PROFESSIONAL'S RESPONSIBILITIES

A/E shall be responsible for the accuracy of its Professional Services and shall promptly make necessary revisions or corrections to its Work Product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine A/E's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of **Article 31**. A/E shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24 PROFESSIONAL'S SEAL

The responsible architect and engineer shall sign, seal, and date all appropriate submissions to County in accordance with Texas laws and the rules of the State Boards of Registration for Professionals.

ARTICLE 25 INSURANCE

A/E shall comply with the following insurance requirements, at all times, during this Agreement:

25.1 Coverage Limits.

A/E, at A/E's sole cost, shall purchase and maintain, during the entire term while this Agreement is in effect, the following insurance:

25.1.1

Worker's Compensation in accordance with statutory requirements.

25.1.2

Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

25.1.3

Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$500,000 per occurrence and \$1,000,000 in the aggregate.

25.1.4

Professional Liability Errors and Omissions Insurance in the amount of \$2,000,000 per claim.

25.2 Additional Insureds; Waiver of Subrogation.

County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary; and, any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

25.3 Premiums and Deductible.

A/E shall be responsible for payment of premiums for all insurance coverages required under this **Article 25**. 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 \$50,000 in A/E's insurance must be declared and approved in writing by County in advance.

25.4 Commencement of Work.

A/E shall not commence any work under this Agreement until it has obtained all required insurance and such insurance has been approved by County. As further set out below, A/E shall not allow any subcontractor/ subconsultant(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.

25.5 Insurance Company Rating.

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.

25.6 Certification of Coverage.

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. **In addition to any other**

notification requires set forth hereunder, A/E shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.

25.7 No Arbitration.

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 in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Agreement.

25.8 Subcontractor/ Subconsultant's Insurance.

Without limiting any of the other obligations or liabilities of A/E, A/E shall require each subcontractor/ subconsultant performing work under this Agreement (to the extent a subcontractor/ subconsultant is allowed by County) to maintain during the term of this Agreement, at the subcontractor/ subconsultant's own expense, the same stipulated minimum insurance required in this **Article 25** above, including the required provisions and additional policy conditions as shown below in this **Article 25**.

A/E shall obtain and monitor the certificates of insurance from each subcontractor/ subconsultant in order to assure compliance with the insurance requirements. A/E must retain the certificates of insurance for the duration of this Agreement and shall have the responsibility of enforcing these insurance requirements among its subcontractor/ subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

25.9 Insurance Policy Endorsements.

Each insurance policy shall include the following conditions by endorsement to the policy:

25.9.1

County shall be notified **thirty (30) days** prior to the expiration, cancellation, nonrenewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

**Williamson County Purchasing
100 Wilco Way
Suite P101
Georgetown, Texas 78626**

25.10.1

The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

25.10 Cost of Insurance.

The cost of all insurance required herein to be secured and maintained by A/E shall be borne solely by A/E, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such certificates of insurance are evidenced as **Exhibit F**.

ARTICLE 26 SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. A/E may not assign, sublet, or transfer any interest in this Agreement, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 27 SEVERABILITY

In the event 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, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 28 PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter defined herein. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 29 A/E'S ACCOUNTING RECORDS

A/E agrees to maintain, for a period of **three (3) years** after final payment under this Agreement, detailed records identifying each individual performing services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual, and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. A/E 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 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 further agrees that County shall have access during normal working hours to all necessary A/E facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this **Article 29**. County shall give A/E reasonable advance notice of intended audits.

ARTICLE 30 GENERAL PROVISIONS

30.1 Time is of the Essence.

A/E understands and agrees that time is of the essence and that any failure of A/E to complete the Basic Services within the agreed Production Schedule set out in **Exhibit C** may constitute a material breach of this Agreement. A/E shall be fully responsible for its delays or for failures to use its reasonable efforts in accordance with the terms of this Agreement and A/E's standard of performance as defined herein. Where damage is caused to County due to A/E's negligent failure to perform, County may accordingly withhold, to the extent of such damage, A/E's payments hereunder without waiver of any of County's additional legal rights or remedies.

30.2 Force Majeure.

Neither County nor A/E shall be deemed in violation of this Agreement if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

30.3 Enforcement and Venue.

This Agreement shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

30.4 Standard of Performance.

The standard of care for all professional architecture, engineering, consulting and related services performed or furnished by A/E and its employees under this Agreement will be the care and skill ordinarily used by members of A/E's profession, practicing under the same or similar circumstances at the same time and in the same locality.

30.5 Opinion of Probable Cost.

Any opinions of probable Project cost or probable construction cost provided by A/E are made on the basis of information available to A/E and on the basis of A/E's experience and qualifications and represents its judgment as an experienced and qualified professional. However, since A/E has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market

conditions, A/E does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost A/E prepares.

30.6 Opinions and Determinations.

Where the terms of this Agreement provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

30.7 Reports of Accidents.

Within **twenty-four (24) hours** after A/E becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of A/E), whether or not it results from, or involves, any action or failure to act by A/E or any employee or agent of A/E and which arises in any manner from the performance of this Agreement, A/E shall send a written report of such accident or other event to County, setting forth a full and concise statement of the facts pertaining thereto. A/E shall also immediately send to County a copy of any summons, subpoena, notice, or other documents served upon A/E, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from A/E's performance of work under this Agreement.

30.8 Gender, Number, and Headings.

Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

30.9 Construction.

Each party hereto 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.

30.10 Independent Contractor Relationship.

Both parties hereto, 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.

30.11 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, 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.

30.12 Texas Public Information Act.

To the extent, if any, that any provision in this Agreement is in conflict with **Texas Government Code 552.001** et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

30.13 Governing Terms and Conditions.

If there is an irreconcilable conflict between the terms and conditions set forth in this Agreement or any Supplemental Agreement and the terms and conditions set forth in any Exhibit, Appendix to this Agreement, the terms and conditions set forth in this Agreement or any Supplemental Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix to this Agreement.

30.14 Appropriation of Funds by County.

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. A/E understands and agrees that County's payment of amounts under this Agreement 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 Agreement. It is further understood and agreed by A/E that County shall have the right to terminate this Agreement 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 affect such termination by giving written notice of termination to A/E.

ARTICLE 31 DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and A/E shall work together in good faith to resolve any controversy, dispute, or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within **thirty (30) days** following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, shall be selected by agreement of the parties and serve as the mediator.

Any mediation under this Agreement shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation, if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of this Agreement.

ARTICLE 32 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.

ARTICLE 33 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.

ARTICLE 34 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.

ARTICLE 35 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 and (b) the fee stated in this Agreement is adequate compensation for the timely completion of the Basic Services.

ARTICLE 36 SIGNATORY WARRANTY

The undersigned signatory for A/E hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Agreement and that he/she has full and complete authority to enter into this Agreement on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Agreement.

IN WITNESS WHEREOF, County has caused this Agreement to be signed in its name by its duly authorized County Judge, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

A/E:
Engineered Exteriors, LLC

By: Nickie Ramm
Signature

Nickie Ramm, PE
Printed Name

Associate Principal Engineer
Title

5/03/2021
Date Signed:

WILLIAMSON COUNTY:

By: _____

Bill Gravell Jr.
Williamson County Judge

Date Signed: _____

EXHIBIT A

BASIC SCOPE OF SERVICES

THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE AGREEMENT. TO THE EXTENT THIS SCOPE OF SERVICES IS INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT WILL SUPERSEDE THE SCOPE OF SERVICES AND WILL BE CONTROLLING.

In consideration of the Basic Fee provided in the Agreement, A/E shall perform the following Basic Services, based on standard planning, landscape architectural, architectural, and engineering practices:

These services may include, but are not limited to as-built drawings, programming, architectural, structural, civil, mechanical, plumbing, electrical, hazardous materials, IT and security, landscape and irrigation, cost estimates and construction administration, master planning, facility condition assessment, forensic investigations, real estate evaluations, and specialized studies and analyses as agreed to by County and A/E.

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 Plans, Specifications, and Estimates (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 services 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 a format reasonably acceptable to County during project phases prior to the Construction Administration Phase. A/E shall schedule milestone submittals per Exhibit C – Production Schedule. Contractor shall prepare and maintain a construction schedule in Gantt chart format during the project Construction Administration Phase through the Close-out Phase.

Within **thirty (30) days** of completion of construction of the project, A/E shall deliver all electronic files in formats reasonably acceptable to County.

Final payment is contingent upon County's receipt and confirmation by County's PM that the electronic files function and are formatted in accordance with the Agreement 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, Agreement and Work Authorization numbers, as well as facility name and address.

Coordination. A/E shall coordinate issues through County's PM. County will communicate, in writing, resolution of issues and provide A/E direction through County's PM.

Level of Effort. 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 A/E's 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 internal mark-ups. 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 consultant 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 neither impact the 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 reasonably 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.

SCOPE OF WORK:

Williamson County Criminal Justice Center (1009)
405 Martin Luther King, Jr. St.
Georgetown, TX 78626
Funding: 4100



Provide an envelope assessment, recommendations, and an opinion of probable cost for the repair of distressed and failing areas of the vertical masonry façade(s) of the entire building with special focus on the precast concrete elements at the public entrance on the northwest corner

Design services shall be conducted in phases as outlined herein. Phases may be combined to expedite design process when defined in Exhibit C – Production Schedule. Individual phases or groups of phases shall be authorized herein or by fully executed Supplemental Agreement.

Phase Ia - ASSESSMENT – Plans Review and Site Survey

Upon receipt of written Notice to Proceed, A/E shall accomplish the following:

- A. Investigate site/facility and review existing drawings provided by County.
- B. Review any applicable codes and ordinances.
- C. Perform site visit to document existing conditions of the visible elements of the building envelope including, but not limited to: roofs, walls, doors, windows, and any below grade water-proofing. All observations will be performed:
 - 1. from ground level, using a small (8'-0" or less) ladder, as required
 - 2. during normal business hours
 - 3. interior access to building is not authorized without appropriate notice to building occupants and escort by Williamson County Project Manager (PM).
- D. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase Ib – REPORTING – Observations, Recommendations, Opinion of Cost

Upon County acceptance of previous phase, A/E shall proceed with the following:

- A. Provide a PDF (printable) draft Report documenting the following items:
 - 1. Observations of existing conditions of envelope elements
 - 2. Descriptions of typical deficiencies and conditions likely to be causing the observed distress and any potential leaks
 - 3. Recommendations for additional destructive investigations/ test cuts, if needed.
 - 4. Opinions of Costs for repairs (not including conditions concealed from visible observation)
- B. Attend virtual meeting with County to review draft report review comments
- C. Provide PDF (printable) final Report in accordance with County's Design Submittal Guidelines.

EXHIBIT B

FEE SCHEDULE / HOURLY RATES

This schedule indicates fees by Phase of the Basic Fee:		\$ 4,000	100%
100%	Engineered Exteriors	\$ 4,000	
Phase Ia - ASSESSMENT		\$ 1,900	48%
	Engineered Exteriors	\$ 1,900	
Phase Ib - REPORTING		\$ 2,100	53%
	Engineered Exteriors	\$ 2,100	

Prime Consultant and Subconsultant individual hourly rate schedules attached below:

CPI Rate Adjustments: Rates shall remain firm for the first year of the Agreement and such rates shall be deemed the "Initial Base Rates". A/E must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Agreement and any rate changes will take effect on the first day following the prior year. If A/E fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after County receives A/E's written request. No retroactive rate adjustments will be allowed. All rate adjustments and modifications shall be set forth in a written fully executed amendment.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Agreement and the denominator of which is the index number for the first month of the Agreement (the index number for the month in which the Agreement was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the

successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

Principal Engineer	\$ 190.00
Associate Principal Engineer	\$ 180.00
Associate Principal	\$ 175.00
Senior Engineer.....	\$ 170.00
Senior Project Manager	\$ 150.00
Project Manager	\$ 120.00
Senior Technician.....	\$ 90.00
Technician.....	\$ 80.00
Administrative.....	\$ 60.00

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **One Hundred Twenty-one (121) calendar days** from the date of this Agreement.

The above time limits may, for good cause, be extended, in writing, by County as the Project proceeds.

The schedule below indicates various project milestones and target dates.
Standard end-of-phase review periods for County shall be (10) business days minimum.

Agreement Execution Date	05/11/21
--------------------------	----------

Phase Ia - ASSESSMENT

Perform Site Visit	05/25/21
County written authorization to proceed to next phase	06/01/21

Phase Ib - REPORTING

Draft Report deliverable	06/22/21
County mark-ups to report draft	07/05/21
Virtual meeting to review draft report and mark-ups	07/12/21
Final Report Deliverable	07/26/21

Agreement Termination Date	09/09/21
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EXHIBIT D

WILLIAMSON COUNTY VENDOR REIMBURSEMENT POLICY

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted, or amended at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with County.

1. Invoices and Affidavits

- 1.1** Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is not satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of County shall control as to the required actions of vendor and when such invoice must be paid by County.
- 1.2** In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by County and that all information contained in the invoice that is being submitted is true and correct.
- 1.3** Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

- 2.1** County will only cover costs associated with travel on vendors outside a 50-mile radius from Williamson County, Texas.
- 2.2** County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.
- 2.3** No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.
- 2.4** Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor shall not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.
- 2.5** Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).
- 2.6** County will not be responsible for, nor will County reimburse additional charges due to personal preference or personal convenience of individual traveling.
- 2.7** County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.
- 2.8** Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.
- 2.9** County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends, or family members).

- 2.10** Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.
- 2.11** Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.
- 2.12** County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from County.

3. Meals

- 3.1** Meal reimbursements are limited to a maximum of \$50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of \$20.00 per day. The travel must be outside the Williamson County, Texas line by a 50-mile radius.
- 3.2** Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.
- 3.3** Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50-mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50-mile radius of Williamson County, Texas.
- 3.4** County will not reimburse for alcoholic beverages.
- 3.5** Tips are reimbursable but must be reasonable to limitation of meal allowance
- 3.6** No meals purchased for entertainment purposes will be allowed.
- 3.7** Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

- 4.1** Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt shall include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
- 4.2** Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single

room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

- 4.3** Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

- 5.1** County will only reimburse up to a coach price fare for air travel.
- 5.2** County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
- 5.3** Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.
- 5.4** Cancellation and/or change flight fees may be reimbursed by County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.
- 5.5** County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

- 6.1** Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.
- 6.2** Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.
- 6.3** Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.
- 6.4** Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.
- 6.5** Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.
- 6.6** Insurance purchased when renting vehicle may also be reimbursed.

- 6.7** Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

- 7.1** Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
- 7.2** Per code of **Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d)**, all expense reimbursement requests must include the following:
- 7.2.1 Date
 - 7.2.2 Destination
 - 7.2.3 Purpose
 - 7.2.4 Name of traveler(s)
 - 7.2.5 Correspondence that verifies business purpose of the expense
- 7.3** The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.
- 7.4** Mileage will be reimbursed on the basis of the most commonly used route.
- 7.5** Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.
- 7.6** Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
- 7.7** Mileage shall be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50-mile radius.
- 7.8** When more than one person travels in same vehicle, only one person may claim mileage reimbursement.
- 7.9** Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).
- 7.10** Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its

contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

- 7.11** Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

- 8.1** Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Non-reimbursable Expenses

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

- 10.1** Alcoholic beverages/tobacco products
- 10.2** Personal phone calls
- 10.3** Laundry service
- 10.4** Valet service (excludes hotel valet)
- 10.5** Movie rentals
- 10.6** Damage to personal items
- 10.7** Flowers/plants
- 10.8** Greeting cards
- 10.9** Fines and/or penalties
- 10.10** Entertainment, personal clothing, personal sundries, and service

- 10.11** Transportation/mileage to places of entertainment or similar personal activities
- 10.12** Upgrades to airfare, hotel and/or car rental
- 10.13** Airport parking above the most affordable rate available
- 10.14** Excessive weight baggage fees or cost associated with more than two airline bags
- 10.15** Auto repairs
- 10.16** Babysitter fees, kennel costs, pet, or house-sitting fees
- 10.17** Saunas, massages, or exercise facilities
- 10.18** Credit card delinquency fees or service fees
- 10.19** Doctor bills, prescription and other medical services
- 10.20** Hand tools
- 10.21** Safety Equipment (hard hats, safety vests, etc.)
- 10.22** Office Supplies
- 10.23** Lifetime memberships to any association
- 10.24** Donations to other entities
- 10.25** Any items that could be construed as campaigning
- 10.26** Community outreach items exceeding \$2 per item
- 10.27** Technology Fees
- 10.28** Sales tax on goods purchased

Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT E

DEBARMENT CERTIFICATION

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

1. I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that A/E and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in **Paragraph 1(b)** of this certification;
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and
 - e. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

4/15/2021
CJC Facade Repair

Engineered Exteriors, LLC

Nickie Ramm
Signature of Certifying Official

Nickie Ramm, PE
Printed Name of Certifying Official

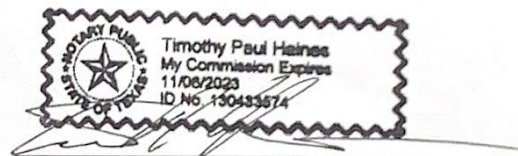
Associate Principal Engineer
Title of Certifying Official

05/03/2021
Date

2. Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me, the undersigned authority, by Nickie Ramm
Signature Name
the Associate Principal of Engineered Exteriors, LLC on behalf of said firm.
Signatory Title Entity Name



Notary Public in and for the
State of Texas

My commission expires: 11/6/23

EXHIBIT F
CERTIFICATES OF INSURANCE

A/E and Subconsultant Certificates of Insurance attached:



AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: Sheriff's Office Façade Repair ("Project")

ARCHITECT/ ENGINEER: Engineered Exteriors, LLC ("A/E")
Jennifer Doyle, PE, RRC, REWC, LEED AP, Principal Engineer
13740 Research Blvd., Suite C2
Austin, TX 78750

**COUNTY'S DESIGNATED
REPRESENTATIVE:** Williamson County Facilities Department
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

THIS AGREEMENT FOR DESIGN, AND ENGINEERING SERVICES ("Agreement") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and A/E.

R E C I T A L S

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional architects and engineers; and

WHEREAS, County intends to conduct an envelope assessment of the existing building façade to determine corrective actions; and

WHEREAS, County desires that A/E perform certain professional services in connection with the Project; and

WHEREAS, 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:

ARTICLE 1 SCOPE OF AGREEMENT

A/E agrees to perform professional 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 articles to follow.

ARTICLE 2 CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

2.1 Contract Documents.

Contract Documents consist of this Agreement, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Agreement), and all fully executed Supplemental Agreements which are subsequently issued. These form the entire Agreement, and all are as fully a part of this Agreement as if attached to this Agreement or repeated herein.

2.2 Existing Information.

County shall 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 the County so instructs A/E.

2.3 Project Documents.

In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

2.3.1

Texas Accessibility Standards (TAS) of the Architectural Barriers Act, **Article 9102, Texas Civil Statutes, Effective March 15, 2012**, including latest revisions

2.3.2

Americans with Disabilities Act (ADA)

2.3.3

Williamson County Facilities Building Code Adoption List, 2020 edition as updated

2.3.4

Williamson County Consultant Design Submittal Guidelines, 2020 edition as updated

ARTICLE 3

NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

3.1 Non-collusion.

A/E warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for A/E, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or subconsultant any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, County reserves and shall have the right to annul this Agreement without liability or, in its discretion and at its sole election, to deduct from the Agreement price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

3.2 Debarment Certification.

A/E must sign the Debarment Certification enclosed herewith as **Exhibit E**.

3.3 Financial Interest Prohibited.

A/E covenants and represents that A/E, its officers, employees, agents, consultants, and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials, or equipment that will be recommended or required for the construction of the Project.

ARTICLE 4

CHARACTER AND SCOPE OF SERVICES

4.1

In consideration of the compensation herein provided, A/E shall perform professional design and engineering services for the Project, which are acceptable to County, based on standard architectural and engineering practices and the scope of work described on the Exhibits attached to this Agreement. A/E shall also serve as County's professional 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.

4.2

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"):

4.2.1

The Basic Scope of Services shall generally consist of all elements of work, meetings, materials, and equipment required for the development of the Project in accordance with the requirements, policies, and general practices of Williamson County.

4.2.2

As part of the Basic Services, A/E shall submit its work products to County for review as requested by County.

4.2.3

The detailed Basic Services for the Project is set forth herein as **Exhibit A** to this Agreement, which is expressly incorporated and made a part hereof.

ARTICLE 5 TIME FOR PERFORMANCE

5.1 Commencement.

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.

5.2 Duration.

A/E agrees to complete the Basic Services within the time period set forth in **Exhibit C**. The time limits set out therein may, for good cause, be extended, in writing, by County as the Project proceeds.

ARTICLE 6 COMPENSATION AND EXPENSES

6.1 Basic Fee.

For and in consideration of the Basic Services rendered by A/E, County shall pay to A/E up to **Four Thousand, Nine Hundred Dollars (\$ 4,900)** hereinafter called the "Basic Fee", plus the amount payable under **Article 7** (Additional Services and Charges).

The Basic Fee is based upon all estimated labor costs required in the performance of all items and phases of the Basic Services set forth in **Exhibit A**. Compensation for Basic Services will be paid by County by monthly invoices of percentage completion. County will only be obligated to pay A/E for the performance of items and phases of the Basic Services actually rendered and incurred, which may be less than the above stated Basic Fee.

6.2 Expenses.

A/E shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit D**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and **must strictly comply with the Williamson County Vendor Reimbursement Policy**. The copies of the provider's invoice must evidence the actual costs billed

to A/E without markup. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and must not exceed **Forty-nine Dollars (\$ 49)**.

ARTICLE 7 ADDITIONAL SERVICES AND CHARGES

For the performance of services not specifically described as Basic Services under **Article 4** above (sometimes referred to herein as "Additional Services"), County shall pay and A/E shall receive, under a negotiated, written Supplemental Agreement, Additional Services compensation based upon the method and rates set forth in **Exhibit B**.

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 prior written authorization of County as hereinabove required. Furthermore, in no event will County be obligated to compensate A/E for any Additional Services and charges in an amount more than **One Hundred Ninety-six Dollars (\$ 196)**.

ARTICLE 8 TIME OF PAYMENT; PAYMENT AND INTEREST; AND RIGHT TO AUDIT

8.1 Time of Payment.

During the performance of the services provided for in this Agreement, monthly payments shall be made based upon that portion of the services which has been completed.

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 to County working documents in any stage of completion to demonstrate incremental progress of Basic Services and the compensation which is due for percentage completion of Basic Services. For amounts payable under **Article 7** which have not been previously billed or paid, 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 services provided for by this Agreement which were completed during such calendar month plus the amounts payable under **Article 7** 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 the County or whether they are the basis of invoices from

subcontractors for which A/E seeks reimbursement from the 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 the County and that all information contained in the invoice that is being submitted is true and correct.

The County shall review the documentation and shall pay each statement as set forth in this **Article 8**, however, the approval or payment of any statement shall not be considered 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. Final payment does not relieve A/E of the responsibility of correcting any errors or omissions resulting from A/E's negligence.

Upon submittal of the initial invoice, A/E shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

8.2 Prompt Payment Policy.

In accordance with **Chapter 2251, V.T.C.A., Texas Government Code**, payment to A/E will be made within **thirty (30) days** of the day on which the performance of services was complete, or within **thirty (30) days** of the day on which the County Auditor receives a correct invoice for services, whichever is later. A/E may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

8.2.1

There is a bona fide dispute between County and A/E concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

8.2.2

There is a bona fide dispute between A/E and a subcontractor/ subconsultant or between a subcontractor/ subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Basic Services performed which causes the payment to be late; or

8.2.3

The invoice is not submitted to Williamson County in strict accordance with instructions, if any, on the purchase order, or this Agreement or other such contractual agreement.

The County Auditor shall document to A/E the issues related to disputed invoices within **ten (10) calendar days** of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of **Texas Government Code, Chapter 2251, V.T.C.A.**

ARTICLE 9 PROJECT TEAM

County's Designated Representative for purposes of this Agreement is as follows:

**Williamson County Facilities Department
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626**

County shall have the right, from time to time, to change the County's Designated Representative by giving A/E written notice thereof. With respect to any action, decision, or determination which is to be taken or made by County under this Agreement, the County's Designated Representative may take such action or make such decision or determination or shall notify A/E in writing of an individual responsible for, and capable of, taking such action, decision, or determination, and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by County's Designated Representative shall be binding on County; *provided, however*, County's Designated Representative shall not have any right to modify, amend, or terminate this Agreement or executed Supplemental Agreement. County's Designated Representative shall not have any authority to execute a Supplemental Agreement unless otherwise granted such authority by the Williamson County Commissioners Court.

A/E's Designated Representative for purposes of this Agreement is as follows:

**Engineered Exteriors, LLC
Jennifer Doyle, PE, RRC, REWC, LEED AP, Principal Engineer
13740 Research Blvd., Suite C2
Austin, TX 78750**

A/E shall have the right, from time to time, to change A/E's Designated Representative by giving County written notice thereof. With respect to any action, decision, or determination which is to be taken or made by A/E under this Agreement, A/E's Designated Representative may take such action or make such decision or determination, or shall notify County in writing of an individual responsible for and capable of taking such action, decision, or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions, or determinations by A/E's Designated Representative on behalf of A/E shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by A/E's Designated

Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by A/E's Designated Representative shall be binding on A/E. A/E's Designated Representative shall have the right to modify, amend, and execute Supplemental Agreements on behalf of A/E.

ARTICLE 10 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 (3) 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:

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

With copy to: Williamson County Facilities Department
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

A/E: Engineered Exteriors, LLC
13740 Research Blvd., Suite C2
Austin, TX 78750

Attention: Jennifer Doyle, PE, RRC, REWC, LEED AP
Principal Engineer

Either party may designate a different address by giving the other party ten (10) days written notice.

ARTICLE 11 PROGRESS EVALUATION

A/E shall, from time to time during the progress of the Basic Services, confer with County at County's election. A/E shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Basic Services. At the request of County or A/E, conferences shall be provided at A/E's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Basic Services. County may, from time to time, require A/E to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Basic Services does not satisfy the terms of this Agreement then County shall review same with A/E to determine corrective action required.

A/E shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Basic Services, including but not limited to the following:

11.1

Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of this Agreement or preclude the attainment of Project Basic Services by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

11.2

Favorable developments or events which enable meeting goals sooner than anticipated in relation to this Agreement.

ARTICLE 12 CHANGES IN COMPLETED BASIC SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Basic Services or parts thereof which involve changes to the original Basic Services or character of Basic Services under this Agreement, then A/E shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Services and paid for as specified under **Article 7**. A/E shall make revisions to Basic Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Basic Services.

ARTICLE 13

REVIEW PROCESS AND REVISIONS TO A/E WORK PRODUCT

13.1 Review Process.

A/E's Work Product will be reviewed by County under its applicable technical requirements and procedures, as follows:

13.1.1 Submittal.

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 Production Schedule set forth in **Exhibit C**.

13.1.2 Completion.

Reports, plans, specifications, and supporting documents shall be submitted by A/E on or before the dates specified in **Exhibit C**. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in **Exhibit A** have been included in compliance with the requirements of this Agreement. The completeness of any Basic Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify A/E in writing within such thirty (30) day period if such Basic Services have been found to be incomplete. If the submission is Complete, County will notify A/E and County's technical review process will begin.

If the submission is not Complete, County will notify A/E, who shall perform such professional services as are required to complete the Basic Services and resubmit it to County. This process shall be repeated until a submission is Complete.

13.1.3 Acceptance.

County will review the completed Basic Services for compliance with this Agreement. If necessary, the completed Basic Services will be returned to A/E, who shall perform any required Basic Services and resubmit to County. This process shall be repeated until the Basic Services are Accepted. "Acceptance" or "Accepted" shall mean that in County's reasonable opinion, substantial compliance with the requirements of this Agreement has been achieved.

13.1.4 Final Approval.

After Acceptance, A/E shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by County. "Final Approval" in this sense shall mean formal recognition that the Basic Services have been fully carried out.

13.2 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 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.

13.3 Days.

All references to a "day" in this Agreement shall mean a calendar day unless otherwise specified.

13.4 County's Reliance on A/E.

A/E's duties as set forth herein shall at no time be in any way diminished by reason of any review, evaluation, or approval by County nor shall A/E be released from any liability by reason of such review, evaluation or approval by County, it being understood that County, at all times, is ultimately relying upon A/E's skill, ability, and knowledge in performing the Basic Services required hereunder.

ARTICLE 14 SUSPENSION

Should County desire to suspend the Basic Services, but not to terminate this Agreement, then such suspension may be effected by County giving A/E **thirty (30) calendar days'** verbal notification followed by written confirmation to that effect. Such **thirty (30)-day** notice may be waived in writing by agreement and signature of both parties. The Basic Services may be reinstated and resumed in full force and effect within **sixty (60) days** of receipt of written notice from County to resume the Basic Services. Such **sixty (60)-day** notice may be waived in writing by agreement and signature of both parties. If this Agreement is suspended for more than **thirty (30) days**, A/E shall have the option of terminating this Agreement and, in the event, A/E shall be compensated for all Basic Services performed and reimbursable expenses incurred, provided such Basic Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

County assumes no liability for Basic Services performed or costs incurred prior to the date authorized by County for A/E to begin Basic Services, and/or during periods when Basic Services are suspended, and/or subsequent to the completion date.

ARTICLE 15 VIOLATION OF CONTRACT TERMS/ BREACH OF CONTRACT

Violation of contract terms or breach of contract by A/E shall be grounds for termination of this Agreement, and any increased costs arising from A/E's default, breach of contract, or violation of contract terms shall be paid by A/E.

ARTICLE 16 TERMINATION

This Agreement may be terminated as set forth below.

16.1

By mutual agreement and consent, in writing, of both parties.

16.2

By County, by notice in writing to A/E, as a consequence of failure by A/E to perform the Basic Services set forth herein in a satisfactory manner.

16.3

By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

16.4

By County, for reasons of its own and not subject to the mutual consent of A/E, upon not less than **thirty (30) days** written notice to A/E.

16.5

By satisfactory completion of all Basic Services and obligations described herein.

Should County terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to A/E. In determining the value of the Basic Services performed by A/E prior to termination, County shall be the sole judge. Compensation for Basic Services at termination will be based on a percentage of the Basic Services completed at that time. Should County terminate this Agreement under **Section 16.4** above, then the amount charged during the **thirty (30)-day** notice period shall not exceed the amount charged during the preceding **thirty (30) days**.

If A/E defaults in the performance of this Agreement or if County terminates this Agreement for fault on the part of A/E, then County shall give consideration to the actual costs incurred by A/E in performing the Basic Services to the date of default, the amount of Basic Services required which was satisfactorily completed to date of default, the value of the Basic Services which are

usable to County, the cost to County of employing another firm to complete the Basic Services required and the time required to do so, and other factors which affect the value to County of the Basic Services performed at the time of default.

The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Agreement. If the termination of this Agreement is due to the failure of A/E to fulfill its contractual obligations, then County may take over the Project and prosecute the Basic Services to completion. In such case, A/E shall be liable to County for any additional and reasonable costs incurred by County.

A/E shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by A/E in support of the Basic Services under this Agreement.

ARTICLE 17 USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications, and data or programs stored electronically, (hereinafter referred to as "A/E Work Products") prepared by A/E and its subcontractors/ subconsultants are related exclusively to the services described in this Agreement and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of A/E's designs under this Agreement (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to A/E.

By execution of this Agreement and in confirmation of the fee for services to be paid under this Agreement, A/E hereby conveys, transfers, and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and Work Product developed under this Agreement. Copies may be retained by A/E. A/E shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by A/E or anyone connected with A/E, including agents, employees, Engineers or subcontractors/ subconsultants. All documents so lost or damaged shall be replaced or restored by A/E without cost to County.

Upon execution of this Agreement, A/E grants to County permission to reproduce A/E's work and documents for purposes of constructing, using, and maintaining the Project, provided that County will comply with its obligations, including prompt payment of all sums when due, under this Agreement. A/E shall obtain similar permission from A/E's subcontractors/ subconsultants consistent with this Agreement. If and upon the date A/E is adjudged in default of this Agreement, County is permitted to authorize other similarly credentialed design professionals to

reproduce and, where permitted by law, to make changes, corrections, or additions to the work and documents for the purposes of completing, using, and maintaining the Project.

County shall not assign, delegate, sublicense, pledge, or otherwise transfer any permission granted herein to another party without the prior written consent of A/E. However, County shall be permitted to authorize the contractor, subcontractors, and material or equipment suppliers to reproduce applicable portions of A/E Work Products appropriate to and for use in the execution of the Work. Submission or distribution of A/E Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of A/E Work Products shall be at County's sole risk and without liability to A/E and its subconsultants.

Prior to A/E providing to County any A/E Work Products in electronic form or County providing to A/E any electronic data for incorporation into A/E Work Products, County and A/E shall, by separate written agreement, set forth the specific conditions governing the format of such A/E Work Products or electronic data, including any special limitations not otherwise provided in this Agreement. Any electronic files are provided by A/E for the convenience of County and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by A/E, the hardcopy shall prevail. Only printed copies of documents conveyed by A/E shall be relied upon.

A/E shall have no liability for changes made to the drawings by other consultants subsequent to the completion of the Project. Any such change shall be sealed by A/E making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 18 PERSONNEL, EQUIPMENT, AND MATERIAL

A/E shall furnish and maintain, at its own expense, quarters for the performance of all Basic Services, and adequate and sufficient personnel and equipment to perform the Basic Services as required. All employees of A/E shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of A/E who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Basic Services shall immediately be removed from association with the Project when so instructed by County. A/E certifies that it presently has adequate qualified personnel in its employment for performance of the Basic Services required under this Agreement, or will obtain such personnel from sources other than County. A/E may not change the Project Manager without prior written consent of County.

ARTICLE 19 SUBCONTRACTING

A/E shall not assign, subcontract, or transfer any portion of the Basic Services under this Agreement without prior written approval from County. All subcontracts shall include the provisions required in this Agreement. No subcontract shall relieve A/E of any responsibilities under this Agreement.

ARTICLE 20 MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the right 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.

ARTICLE 21 COMPLIANCE WITH LAWS

21.1 Compliance.

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 architecture and engineering professions, and in recognition of such standards, A/E shall comply with all applicable federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, minimum/ maximum salary and wage statutes and regulations, and licensing laws and regulations. A/E shall furnish County with satisfactory proof of its compliance.

A/E shall further obtain all permits and licenses required in the performance of the Basic Services contracted for herein.

21.2 Taxes.

A/E shall pay all taxes, if any, required by law arising by virtue of the Basic Services performed hereunder. County is qualified for exemption pursuant to the provisions of **Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act**.

ARTICLE 22 INDEMNIFICATION

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 AGREEMENT 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 AGREEMENT.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT A/E'S OBLIGATIONS UNDER THIS **ARTICLE 22**. THE TERMS AND CONDITIONS CONTAINED IN THIS **ARTICLE 22** SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT 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 THIS 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.

ARTICLE 23 PROFESSIONAL'S RESPONSIBILITIES

A/E shall be responsible for the accuracy of its Professional Services and shall promptly make necessary revisions or corrections to its Work Product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine A/E's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of **Article 31**. A/E shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24 PROFESSIONAL'S SEAL

The responsible architect and engineer shall sign, seal, and date all appropriate submissions to County in accordance with Texas laws and the rules of the State Boards of Registration for Professionals.

ARTICLE 25 INSURANCE

A/E shall comply with the following insurance requirements, at all times, during this Agreement:

25.1 Coverage Limits.

A/E, at A/E's sole cost, shall purchase and maintain, during the entire term while this Agreement is in effect, the following insurance:

25.1.1

Worker's Compensation in accordance with statutory requirements.

25.1.2

Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

25.1.3

Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$500,000 per occurrence and \$1,000,000 in the aggregate.

25.1.4

Professional Liability Errors and Omissions Insurance in the amount of \$2,000,000 per claim.

25.2 Additional Insureds; Waiver of Subrogation.

County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary; and, any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

25.3 Premiums and Deductible.

A/E shall be responsible for payment of premiums for all insurance coverages required under this **Article 25**. 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 \$50,000 in A/E's insurance must be declared and approved in writing by County in advance.

25.4 Commencement of Work.

A/E shall not commence any work under this Agreement until it has obtained all required insurance and such insurance has been approved by County. As further set out below, A/E shall not allow any subcontractor/ subconsultant(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.

25.5 Insurance Company Rating.

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.

25.6 Certification of Coverage.

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. **In addition to any other**

notification requires set forth hereunder, A/E shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.

25.7 No Arbitration.

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 in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Agreement.

25.8 Subcontractor/ Subconsultant's Insurance.

Without limiting any of the other obligations or liabilities of A/E, A/E shall require each subcontractor/ subconsultant performing work under this Agreement (to the extent a subcontractor/ subconsultant is allowed by County) to maintain during the term of this Agreement, at the subcontractor/ subconsultant's own expense, the same stipulated minimum insurance required in this **Article 25** above, including the required provisions and additional policy conditions as shown below in this **Article 25**.

A/E shall obtain and monitor the certificates of insurance from each subcontractor/ subconsultant in order to assure compliance with the insurance requirements. A/E must retain the certificates of insurance for the duration of this Agreement and shall have the responsibility of enforcing these insurance requirements among its subcontractor/ subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

25.9 Insurance Policy Endorsements.

Each insurance policy shall include the following conditions by endorsement to the policy:

25.9.1

County shall be notified **thirty (30) days** prior to the expiration, cancellation, nonrenewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

**Williamson County Purchasing
100 Wilco Way
Suite P101
Georgetown, Texas 78626**

25.10.1

The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

25.10 Cost of Insurance.

The cost of all insurance required herein to be secured and maintained by A/E shall be borne solely by A/E, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such certificates of insurance are evidenced as **Exhibit F**.

ARTICLE 26 SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. A/E may not assign, sublet, or transfer any interest in this Agreement, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 27 SEVERABILITY

In the event 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, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 28 PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter defined herein. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 29 A/E'S ACCOUNTING RECORDS

A/E agrees to maintain, for a period of **three (3) years** after final payment under this Agreement, detailed records identifying each individual performing services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual, and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. A/E 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 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 further agrees that County shall have access during normal working hours to all necessary A/E facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this **Article 29**. County shall give A/E reasonable advance notice of intended audits.

ARTICLE 30 GENERAL PROVISIONS

30.1 Time is of the Essence.

A/E understands and agrees that time is of the essence and that any failure of A/E to complete the Basic Services within the agreed Production Schedule set out in **Exhibit C** may constitute a material breach of this Agreement. A/E shall be fully responsible for its delays or for failures to use its reasonable efforts in accordance with the terms of this Agreement and A/E's standard of performance as defined herein. Where damage is caused to County due to A/E's negligent failure to perform, County may accordingly withhold, to the extent of such damage, A/E's payments hereunder without waiver of any of County's additional legal rights or remedies.

30.2 Force Majeure.

Neither County nor A/E shall be deemed in violation of this Agreement if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

30.3 Enforcement and Venue.

This Agreement shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

30.4 Standard of Performance.

The standard of care for all professional architecture, engineering, consulting and related services performed or furnished by A/E and its employees under this Agreement will be the care and skill ordinarily used by members of A/E's profession, practicing under the same or similar circumstances at the same time and in the same locality.

30.5 Opinion of Probable Cost.

Any opinions of probable Project cost or probable construction cost provided by A/E are made on the basis of information available to A/E and on the basis of A/E's experience and qualifications and represents its judgment as an experienced and qualified professional. However, since A/E has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market

conditions, A/E does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost A/E prepares.

30.6 Opinions and Determinations.

Where the terms of this Agreement provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

30.7 Reports of Accidents.

Within **twenty-four (24) hours** after A/E becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of A/E), whether or not it results from, or involves, any action or failure to act by A/E or any employee or agent of A/E and which arises in any manner from the performance of this Agreement, A/E shall send a written report of such accident or other event to County, setting forth a full and concise statement of the facts pertaining thereto. A/E shall also immediately send to County a copy of any summons, subpoena, notice, or other documents served upon A/E, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from A/E's performance of work under this Agreement.

30.8 Gender, Number, and Headings.

Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

30.9 Construction.

Each party hereto 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.

30.10 Independent Contractor Relationship.

Both parties hereto, 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.

30.11 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, 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.

30.12 Texas Public Information Act.

To the extent, if any, that any provision in this Agreement is in conflict with **Texas Government Code 552.001** et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

30.13 Governing Terms and Conditions.

If there is an irreconcilable conflict between the terms and conditions set forth in this Agreement or any Supplemental Agreement and the terms and conditions set forth in any Exhibit, Appendix to this Agreement, the terms and conditions set forth in this Agreement or any Supplemental Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix to this Agreement.

30.14 Appropriation of Funds by County.

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. A/E understands and agrees that County's payment of amounts under this Agreement 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 Agreement. It is further understood and agreed by A/E that County shall have the right to terminate this Agreement 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 affect such termination by giving written notice of termination to A/E.

ARTICLE 31 DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and A/E shall work together in good faith to resolve any controversy, dispute, or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within **thirty (30) days** following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, shall be selected by agreement of the parties and serve as the mediator.

Any mediation under this Agreement shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation, if necessary, to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of this Agreement.

ARTICLE 32 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.

ARTICLE 33 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.

ARTICLE 34 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.

ARTICLE 35 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 and (b) the fee stated in this Agreement is adequate compensation for the timely completion of the Basic Services.

ARTICLE 36 SIGNATORY WARRANTY

The undersigned signatory for A/E hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Agreement and that he/she has full and complete authority to enter into this Agreement on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Agreement.

IN WITNESS WHEREOF, County has caused this Agreement to be signed in its name by its duly authorized County Judge, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

A/E:
Engineered Exteriors. LLC

By: Nickie Ramm
Signature

Nickie Ramm, PE
Printed Name

Associate Principal Engineer
Title

Date Signed: 5/3/2021

WILLIAMSON COUNTY:

By: _____

Bill Gravell Jr.
Williamson County Judge

Date Signed: _____

EXHIBIT A

BASIC SCOPE OF SERVICES

THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE AGREEMENT. TO THE EXTENT THIS SCOPE OF SERVICES IS INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT WILL SUPERSEDE THE SCOPE OF SERVICES AND WILL BE CONTROLLING.

In consideration of the Basic Fee provided in the Agreement, A/E shall perform the following Basic Services, based on standard planning, landscape architectural, architectural, and engineering practices:

These services may include, but are not limited to as-built drawings, programming, architectural, structural, civil, mechanical, plumbing, electrical, hazardous materials, IT and security, landscape and irrigation, cost estimates and construction administration, master planning, facility condition assessment, forensic investigations, real estate evaluations, and specialized studies and analyses as agreed to by County and A/E.

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 Plans, Specifications, and Estimates (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 services 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 a format reasonably acceptable to County during project phases prior to the Construction Administration Phase. A/E shall schedule milestone submittals per Exhibit C – Production Schedule. Contractor shall prepare and maintain a construction schedule in Gantt chart format during the project Construction Administration Phase through the Close-out Phase.

Within **thirty (30) days** of completion of construction of the project, A/E shall deliver all electronic files in formats reasonably acceptable to County.

Final payment is contingent upon County's receipt and confirmation by County's PM that the electronic files function and are formatted in accordance with the Agreement 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, Agreement and Work Authorization numbers, as well as facility name and address.

Coordination. A/E shall coordinate issues through County's PM. County will communicate, in writing, resolution of issues and provide A/E direction through County's PM.

Level of Effort. 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 A/E's 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 internal mark-ups. 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 consultant 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 neither impact the 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 reasonably complete.

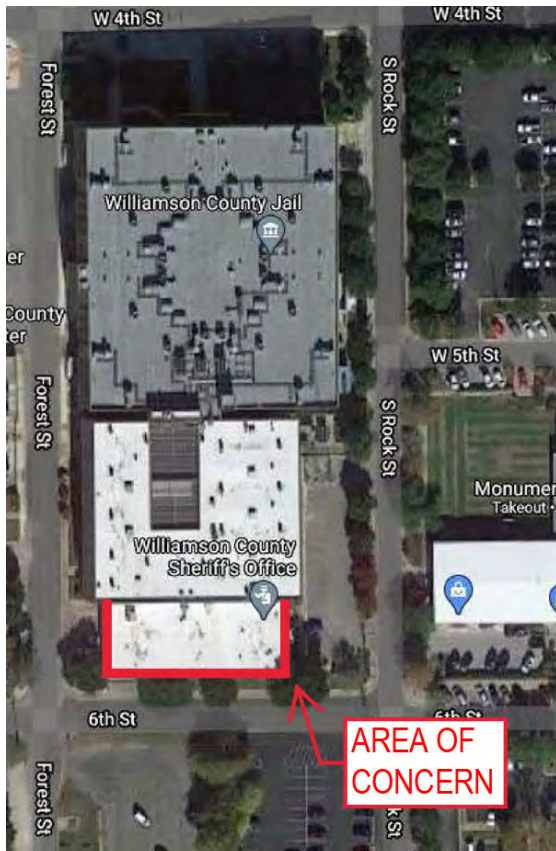
Organization of Plan Sheets. The PS&E package shall be complete and organized in a manner that is suitable for the bidding and awarding of a construction contract.

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.

SCOPE OF WORK:

Williamson County Sheriff's Office (1008)
508 Rock St.
Georgetown, TX 78626
Funding: 4510

Provide an envelope assessment, recommendations, and an opinion of probable cost for the repair of distressed and failing areas of the vertical masonry façade(s) for the entire building with special focus on:



1. the precast concrete elements at the public entrance on the southeast corner, and
2. the failing exterior door structure on the southwest corner.



Design services shall be conducted in phases as outlined herein. Phases may be combined to expedite design process when defined in Exhibit C – Production Schedule. Individual phases or groups of phases shall be authorized herein or by fully executed Supplemental Agreement.

Phase Ia - ASSESSMENT – Plans Review and Site Survey

Upon receipt of written Notice to Proceed, A/E shall accomplish the following:

- A. Investigate site/facility and review existing drawings provided by County.
- B. Review any applicable codes and ordinances.
- C. Perform site visit to document existing conditions of the visible elements of the building envelope including, but not limited to: roofs, walls, doors, windows, and any below grade water-proofing. All observations will be performed:
 1. from ground level, using a small (8'-0" or less) ladder, as required
 2. during normal business hours
 3. interior access to building is not authorized without appropriate notice to building occupants and escort by Williamson County Project Manager (PM).
- D. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase Ib – REPORTING – Observations, Recommendations, Opinion of Cost

Upon County acceptance of previous phase, A/E shall proceed with the following:

- A. Provide a PDF (printable) draft Report documenting the following items:
 1. Observations of existing conditions of envelope elements
 2. Descriptions of typical deficiencies and conditions likely to be causing the observed distress and any potential leaks
 3. Recommendations for additional destructive investigations/ test cuts, if

needed.

4. Opinions of Costs for repairs (not including conditions concealed from visible observation)
- B. Attend virtual meeting with County to review draft report review comments
 - C. Provide PDF (printable) final Report in accordance with County's Design Submittal Guidelines.

EXHIBIT B

FEE SCHEDULE / HOURLY RATES

This schedule indicates fees by Phase of the Basic Fee:		\$ 4,900	100%
100%	Engineered Exteriors	\$ 4,900	
Phase Ia - ASSESSMENT		\$ 2,400	49%
	Engineered Exteriors	\$ 2,400	
Phase Ib - REPORTING		\$ 2,500	51%
	Engineered Exteriors	\$ 2,500	

Prime Consultant and Subconsultant individual hourly rate schedules attached below:

CPI Rate Adjustments: Rates shall remain firm for the first year of the Agreement and such rates shall be deemed the "Initial Base Rates". A/E must request rate adjustments, in writing, at least **thirty (30) days** prior to each annual anniversary date of the Agreement and any rate changes will take effect on the first day following the prior year. If A/E fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective **thirty (30) days** after County receives A/E's written request. No retroactive rate adjustments will be allowed. All rate adjustments and modifications shall be set forth in a written fully executed amendment.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Agreement and the denominator of which is the index number for the first month of the Agreement (the index number for the month in which the Agreement was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

Principal Engineer	\$ 190.00
Associate Principal Engineer	\$ 180.00
Associate Principal	\$ 175.00
Senior Engineer.....	\$ 170.00
Senior Project Manager	\$ 150.00
Project Manager	\$ 120.00
Senior Technician.....	\$ 90.00
Technician	\$ 80.00
Administrative.....	\$ 60.00

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **One Hundred Twenty-one (121) calendar days** from the date of this Agreement.

The above time limits may, for good cause, be extended, in writing, by County as the Project proceeds.

The schedule below indicates various project milestones and target dates.
Standard end-of-phase review periods for County shall be (10) business days minimum.

Agreement Execution Date	05/11/21
--------------------------	----------

Phase Ia - ASSESSMENT

Perform Site Visit	05/18/21
County written authorization to proceed to next phase	05/25/21

Phase Ib - REPORTING

Draft Report deliverable	06/15/21
County mark-ups to report draft	06/28/21
Virtual meeting to review draft report and mark-ups	07/05/21
Final Report Deliverable	07/19/21

Agreement Termination Date	09/09/21
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EXHIBIT D

WILLIAMSON COUNTY VENDOR REIMBURSEMENT POLICY

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted, or amended at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with County.

1. Invoices and Affidavits

- 1.1** Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is not satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of County shall control as to the required actions of vendor and when such invoice must be paid by County.
- 1.2** In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by County and that all information contained in the invoice that is being submitted is true and correct.
- 1.3** Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

- 2.1** County will only cover costs associated with travel on vendors outside a 50-mile radius from Williamson County, Texas.
- 2.2** County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.
- 2.3** No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.
- 2.4** Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor shall not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.
- 2.5** Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).
- 2.6** County will not be responsible for, nor will County reimburse additional charges due to personal preference or personal convenience of individual traveling.
- 2.7** County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.
- 2.8** Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.
- 2.9** County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends, or family members).

- 2.10** Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.
- 2.11** Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.
- 2.12** County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from County.

3. Meals

- 3.1** Meal reimbursements are limited to a maximum of \$50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of \$20.00 per day. The travel must be outside the Williamson County, Texas line by a 50-mile radius.
- 3.2** Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.
- 3.3** Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50-mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50-mile radius of Williamson County, Texas.
- 3.4** County will not reimburse for alcoholic beverages.
- 3.5** Tips are reimbursable but must be reasonable to limitation of meal allowance
- 3.6** No meals purchased for entertainment purposes will be allowed.
- 3.7** Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

- 4.1** Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt shall include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
- 4.2** Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single

room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

- 4.3** Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

- 5.1** County will only reimburse up to a coach price fare for air travel.
- 5.2** County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
- 5.3** Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.
- 5.4** Cancellation and/or change flight fees may be reimbursed by County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.
- 5.5** County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

- 6.1** Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.
- 6.2** Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.
- 6.3** Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.
- 6.4** Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.
- 6.5** Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.
- 6.6** Insurance purchased when renting vehicle may also be reimbursed.

- 6.7** Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

- 7.1** Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
- 7.2** Per code of **Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d)**, all expense reimbursement requests must include the following:
- 7.2.1 Date
 - 7.2.2 Destination
 - 7.2.3 Purpose
 - 7.2.4 Name of traveler(s)
 - 7.2.5 Correspondence that verifies business purpose of the expense
- 7.3** The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.
- 7.4** Mileage will be reimbursed on the basis of the most commonly used route.
- 7.5** Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.
- 7.6** Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
- 7.7** Mileage shall be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50-mile radius.
- 7.8** When more than one person travels in same vehicle, only one person may claim mileage reimbursement.
- 7.9** Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).
- 7.10** Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its

contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

- 7.11** Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

- 8.1** Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Non-reimbursable Expenses

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

- 10.1** Alcoholic beverages/tobacco products
- 10.2** Personal phone calls
- 10.3** Laundry service
- 10.4** Valet service (excludes hotel valet)
- 10.5** Movie rentals
- 10.6** Damage to personal items
- 10.7** Flowers/plants
- 10.8** Greeting cards
- 10.9** Fines and/or penalties
- 10.10** Entertainment, personal clothing, personal sundries, and service

- 10.11** Transportation/mileage to places of entertainment or similar personal activities
- 10.12** Upgrades to airfare, hotel and/or car rental
- 10.13** Airport parking above the most affordable rate available
- 10.14** Excessive weight baggage fees or cost associated with more than two airline bags
- 10.15** Auto repairs
- 10.16** Babysitter fees, kennel costs, pet, or house-sitting fees
- 10.17** Saunas, massages, or exercise facilities
- 10.18** Credit card delinquency fees or service fees
- 10.19** Doctor bills, prescription and other medical services
- 10.20** Hand tools
- 10.21** Safety Equipment (hard hats, safety vests, etc.)
- 10.22** Office Supplies
- 10.23** Lifetime memberships to any association
- 10.24** Donations to other entities
- 10.25** Any items that could be construed as campaigning
- 10.26** Community outreach items exceeding \$2 per item
- 10.27** Technology Fees
- 10.28** Sales tax on goods purchased

Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT E

DEBARMENT CERTIFICATION

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

1. I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that A/E and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in **Paragraph 1(b)** of this certification;
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and
 - e. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

4/20/2021
SO Facade Repair

Engineered Exteriors, LLC

Nickie Ramm

Signature of Certifying Official

Nickie Ramm, PE

Printed Name of Certifying Official

Associate Principal Engineer

Title of Certifying Official

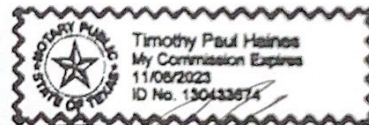
05/03/2021

Date

2. Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me, the undersigned authority, by Nickie Ramm
the Assoc. Principal of Engineered Exteriors, LLC, on behalf of said firm.
Signatory Title Entity Name



Notary Public in and for the
State of Texas

My commission expires: 11/6/23

EXHIBIT F
CERTIFICATES OF INSURANCE

A/E and Subconsultant Certificates of Insurance attached:

Commissioners Court - Regular Session**21.****Meeting Date:** 05/11/2021

Advertisement Approval T4178 IFB Tradesman's Industrial Park and 79 Business Park Milling, Sealing and Overlay

Submitted For: Joy Simonton**Submitted By:** Andrew Portillo,
Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for as-Tradesman's Industrial Park and 79 Business Park Milling, Sealing and Overlay under T4178 IFB.

Background

Williamson County is seeking qualified Contractors to provide materials, experienced milling, sealing, overlay, striping, curb and gutter, and concrete riprap crews and equipment to resurface Tradesman's Industrial Park and 79 Business Park. The contract duration shall be for one (1) year. Estimated contract amount is \$1,138,341.00. Terron Evertson is the Road and Bridge Department contact. This expenditure will be charged to 01.0200.0210.003599.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Andrew Portillo

Final Approval Date: 05/06/2021

Reviewed By

Joy Simonton

Andrea Schiele

Date

05/06/2021 09:49 AM

05/06/2021 10:00 AM

Started On: 04/27/2021 07:46 AM

Commissioners Court - Regular Session**22.****Meeting Date:** 05/11/2021

Authorizing the Purchase of Mowing Tractor for Road and Bridge

Submitted For: Joy Simonton**Submitted By:** Andrew Portillo,
Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the purchase between Williamson County and New Holland for a New Holland Powerstar 110, No Loader, Cab, Front Weights 4X4 for the Road and Bridge department in the amount of \$69,361.00 per the terms of Buy Board co-contract #611-20 and authorizing the execution of this purchase.

Background

This purchase includes a New Holland Powerstar 110, No Loader, Cab, Front Weights, 4X4 with a two (2) Year Warranty Extension Making it four (4) year per the attached specs quoted and the transport fee to the Williamson County Yard for the use by the Department of Infrastructure. Point of Contact Shea Webb. Funding Source is 01.0200.0210.005711.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

quote

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Andrew Portillo

Final Approval Date: 05/06/2021

Reviewed By

Joy Simonton

Andrea Schiele

Date

05/06/2021 09:51 AM

05/06/2021 10:10 AM

Started On: 04/27/2021 07:46 AM



PROPOSAL WCTRACTOR-BRYAN

1960 N EARL RUDDER FWY
BRYAN, TX 77808
979-778-0325



EMAIL: Kennyb@wctractor.com

SOLD TO: WILLIAMSON COUNTY				PHONE:		DATE: 1/22/2020	
ADDRESS:				CITY, STATE, ZIP			
SALESMAN: KENNY BOX				COUNTY:		SHIP DATE:	
STK#	QTY	DESCRIPTION					\$ AMOUNT
	1	NEW HOLLAND POWERSTAR 110, NO LOADER, CAB, FRONT WEIGHTS, 4X4,					
		3 REAR REMOTES, AIR RIDE SEAT, AM FM RADIO.					\$60,500.00
		SETUP AND DELIVERY					\$2,100.00
		REAR PROTECTIVE SCREENS					\$3,000.00
		2 YEAR WARRANTY EXTENSION MAKING IT 4 YR 4000 HRS					\$3,761.00
		BUY BOARD CONTRACT NUMBER 611-20					
						Total Sale	\$69,361.00
TRADE-IN EQUIPMENT						LESS: Net Trade-In Allowance	
STK. #	MAKE, MODEL, & DESCRIPTION	SERIAL #.	ALLOWANCE			Subtotal	\$69,361.00
						ADD: Sales Tax	
						ADD: Inventory Tax	
						ADD: Reg and Doc Fees	\$0.00
						ADD: Insurance	TBD
GROSS TRADE-IN ALLOWANCE			\$0.00	TERP TAX			
LESS: AMOUNT OWED TO				LESS: Downpayment			\$0.00
NET TRADE-IN ALLOWANCE			\$0.00	TOTAL AMOUNT DUE			\$69,361.00
Initial Here	THE UNDERSIGNED CERTIFIES THE EQUIPMENT SHOWN ON THIS INVOICE IS PURCHASED FOR EXCLUSIVE USE ON A FARM OR RANCH AND IS EXEMPT FROM PAYMENT OF TAXES UNDER CHAPTER 20, TITLE 122A.REVISED, CIVIL STATUTES OF TEXAS. IF ANY OTHER USE IS MADE, THE UNDERSIGNED WILL BE RESPONSIBLE FOR THE PAYMENT OF ANY TAXES DUE. ALL INVOICES ARE DUE AND					PURCHASERS SIGNATURE BUYER AGREES TO ALL TERMS AND CONDITIONS OF SALE SET FORTH ON THIS PAGE.	

Commissioners Court - Regular Session**23.****Meeting Date:** 05/11/2021

1911 Herbicides First Addendum

Submitted For: Joy Simonton**Submitted By:** Dianne West, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on authorizing the First Addendum to Herbicides Contract #1911 with Nutrien Ag Solutions, Inc. for the same pricing, terms and conditions as the existing contract, with the exception of a manufacturing price increase for the two items identified in First Addendum for the remainder of renewal option period 1 term September 24, 2020 – September 23, 2021.

Background

This First Addendum is being processed to document and approve manufacturing price increases on two products; Vastlan Herbicide and Opensight Herbicide. The Road and Bridge department point of contact is James Williams. The funding source is under Chemicals, Roadside Spraying, 0200-0210-003553.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Williamson County TX - Nutrien Ag Solutions - First Addendum to #1911
1911 Herbicides - renewal option 1

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Dianne West

Final Approval Date: 05/06/2021

Reviewed By

Joy Simonton

Andrea Schiele

Date

05/06/2021 09:54 AM

05/06/2021 10:17 AM

Started On: 05/04/2021 11:05 AM

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**FIRST ADDENDUM FOR
AGREEMENT
ON
SOLICITATION/CONTRACT #1911
FOR
HERBICIDES
BETWEEN WILLIAMSON COUNTY AND
NUTRIEN AG SOLUTIONS, INC.
(Road & Bridge Department)**

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 CONTRACT #1911 is made and entered into by and between **Williamson County, Texas** (hereinafter "County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Nutrien Ag Solutions, Inc.** (hereinafter "Vendor"), 3005 Rocky Mountain Ave, Loveland, CO 80538. The County and Vendor agree to the following additional terms to the Agreement between the parties:

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. Original Williamson County Solicitation #1911 Herbicides, including attachment(s);
- B. Vendor's Response to Solicitation #1911;
- C. Renewal Period #1 Agreement (9/24/20 to 9/23/21); and
- D. This Williamson County First Addendum.

II.

Price for Certain Herbicides: Due to increases in manufacturing costs, the parties agree to a price increase for Vastlan Herbicide from \$75.48 per gallon / \$188.70 per 2.5 gallon to a new pricing as follows:

\$89.60 per gallon / \$224.00 per 2.5-gallon container; and

Due to increases in manufacturing costs, the parties agree to a price increase for Opensight Herbicide from \$84.00 per gallon / \$105.00 per 1.25 Pound Package to a new pricing as follows:

\$86.00 per gallon / \$107.50 per 1.25 Pound Package.

III.

In all other respects, the Contract remains the same and is reaffirmed.

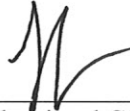
WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

Authorized Signature

Date: _____, 2021

VENDOR: Nutrien Ag Solutions, Inc.



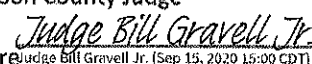
Tim Smith, Division Manager

Authorized Signature

Date: April 22, 2021



Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Material	Department:	Road & Bridge
Vendor Name:	Nutrien Ag Solutions Inc		
Vendor Address:	3005 Rocky Mountain Ave, Loveland, CO 80538		
Purpose/Intended Use of Product or Service (summary):			
Herbicides			
P.O./Contract Number:	1911	Effective Date:	9.24.20
Purchaser/Contract Specialist:	Dianne West	Expiration Date:	9.23.21
Requested By:	Terron Evertson, Department Director		
Detailed description of renewal of product and/or service.			
<ul style="list-style-type: none">Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract.PLEASE INCLUDE THE FOLLOWING:<ul style="list-style-type: none">COMPLETED TEXAS ETHICS COMMISSION FORM 1295; ANDRENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.Extend Contract for the 1st of two (2) one year renewal option periods:			
Renewal Option Period 1	September 24, 2020 – September 23, 2021		
Initial Contract Period	September 24, 2019 – September 23, 2020		
BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN			
Vendor: Nutrien Ag Solutions, Inc.		Williamson County, 710 Main St., Georgetown, TX 78626	
Name: Tim Smith		Bill Gravell	
Title: Division Manager		Williamson County Judge	
Signature 		Signature 	
Date 9/2/2020		Date Sep 15, 2020	

Commissioners Court - Regular Session**24.****Meeting Date:** 05/11/2021

Diamond 2586 WA5 SA1 CR 307 N of CR 305 Jarrell

Submitted For: Robert Daigh**Submitted By:** Vicky Edwards,
Infrastructure**Department:** Infrastructure**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 5 under Williamson County Contract between Diamond Surveying and Williamson County dated May 19, 2020 for Surveying Services CR 307 North of CR 305 Jarrell. Funding source: P394.

Background

This supplemental is to increase the maximum amount payable to \$43,520.00.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Diamond 2586 WA5 SA1 CR 307 N of CR 305 Jarrell

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 05/06/2021

Reviewed By

Hal Hawes

Andrea Schiele

Date

05/06/2021 11:52 AM

05/06/2021 12:48 PM

Started On: 05/05/2021 12:41 PM

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO
WORK AUTHORIZATION NO. 5

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
CR 307 North of CR 305 Jarrell

This Supplemental Work Authorization No. 1 to Work Authorization No. 5 is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated May 19, 2020 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Diamond Surveying, Inc. (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. 5 dated effective April 27, 2021 (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 \$27,570.00 to \$43,520.00. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

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

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

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

FIRM: Diamond Surveying, Inc.

By: 
Signature

Shane Shafer
Printed Name

President
Title

MAY 6, 2021
Date

COUNTY: Williamson County

By: _____
Signature

Bill Gravell, Jr.
Printed Name

Williamson County Judge
Title

Date

Attachment A

Services to be Provided by County

- A. Provide the specifications requirements for all surveys.
- B. Provide timely reviews and decisions necessary to enable the Surveyor to maintain an agreed upon project schedule as developed in attached Exhibit C.
- C. Provide timely reviews and decisions necessary to enable the Surveyor to maintain an agreed upon project schedule as developed in attached Exhibit C.
- D. Provide aluminum caps for iron rods, if applicable.
- E. Provide brass caps for flush mount ROW markers, if applicable.

Attachment B

Services to be Provided by Surveyor:

The following scope of services are for four (4) right-of-way acquisition Parcels and for a topographic survey. Limits from the intersection of CR 307 and CR 305 to the east along north side CR 305 for approximately 550 feet and approximately 1,050 feet west along north side CR 305 and being arm length outside proposed north right-of-way line CR 305, south limit being north edge of pavement of CR 305.

1. Perform office and field work necessary to establish State Plane Coordinates for the Project. Bearing-Basis: NAD-83, Texas Central (4203), State Plane System. Coordinates for this Project will be Surface Coordinates based on the Combined Surface Adjustment Factor of 1:00014 per existing CR 305 Project. Vertical Datum: NAVD-88. Field work necessary to set survey control points along route to include two (2) pairs of recoverable project monumentation at each end of the project. And office work to process and analyze the on-the ground traverse and conventional levels.
2. Identify existing right-of-way and side boundary lines: Perform office work necessary to research deed information of the tracts of land to be acquired and adjoining tracts. Prepare field packets for use by survey field crew to recover boundary monumentation. Additionally, Surveyor shall prepare and send Right-of-Entry letter (a standard form document to be provided by Client). Perform field work necessary to find and tie sufficient right-of-way and boundary monumentation along the route. Perform office work to analyze field work to finalize boundary lines.
3. Perform office and field work necessary for a topographic survey. Field work to locate visible above ground utilities (Does not include Utility One-Call (811 Digtess) request by Surveyor. Take sufficient ground shots to produce one (1) foot contours. Office work to analyze, process survey data.
4. Preliminary and Final Surveys: Perform office work to prepare a Preliminary Standard Land Surveys for Title Company to prepare a Commitment for Title Insurance. Office and Field work necessary to prepare a Land Title Surveys upon receipt of Commitment for Title Insurance. Surveyor shall review Schedule "B" of Commitment for Title Insurance (to be provided by Client) and address any easements or setbacks that may affect the subject tracts. Surveyor shall prepare metes and bounds description with sketch for right-of-way acquisition Parcel. Provide County with original signed and sealed paper copies for the Land Title Survey.
Perform field work to set appropriate monumentation for the right-of-way tract to be acquired.
5. Supervise and quality control all aspects of project. Check field and office work for accuracy and completeness. Sign and seal final documents. Maintain communication with Client, including Engineers, Landowners and Attorneys. Attend meetings if requested.

Deliverables: An electronic ACAD file in Surface Coordinates (with Combined Surface Adjustment Factor clearly stated). ACAD file to include existing right-of-way lines both sides of CR 307 along the Project Route with bearing and distances labeling the existing right-of-way lines and monumentation found. Record deed plots for the Parcels (tracts of land) adjoining existing right-of-way lines. The topographic survey data points and linework and contours.

Attachment C
Work Schedule

Work shall begin immediately upon receipt of executed agreement between County and Surveyor and Notice to Proceed from County.

Each survey will be delivered within 20 to 30 working days of Authorization to Proceed.

Schedule for setting of survey control monuments will be based on access to public right-of-way and Right-of-Entry letters.

Attachment D

Rate Schedule

◇ *Diamond Surveying, Inc.*
SHANE SHAFER, R.P.L.S., PRESIDENT
116 SKYLINE ROAD, GEORGETOWN, TX 78628
OFFICE: (512) 931-3100
T.B.P.L.S. Firm No. 10006900

STANDARD RATE SCHEDULE

Effective January 1, 2020, the following rates apply to work performed on a hourly-charge basis.
DIRECT LABOR

OFFICE PERSONNEL SERVICES

<u>Classification</u>	<u>Rates</u>
Registered Professional Land Surveyor.....	\$160.00 per hour
Project Manager.....	\$140.00 per hour
Project Surveyor.....	\$110.00 per hour
Senior CADD Technician.....	\$125.00 per hour

FIELD PARTY SERVICES

<u>Classification</u>	<u>Rates</u>
1-Man Field Party.....	\$120.00 per hour
2-Man Field Party.....	\$160.00 per hour
3-Man Field Party.....	\$190.00 per hour

Notes:

Field Party rates include conventional equipment, supplies and survey vehicles. Excessive use of stakes, lathes, etc., will be charged at cost.

A minimum of two (2) hours field party time charge will be made for show-up time and return to office, resulting from inclement weather conditions, etc.

Field Party stand-by time will be charged at the above-shown appropriate rates.

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Surveyor must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Surveyor fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Surveyor's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982- 84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

Basis of Estimate for Items listed in Attachment B

Attachment D, Continued Basis of Estimate

Schedule B Item No. 1: Establish Survey Control.

Item	Description	Classification	Quantity	Units	Unit Rate	Subtotal
1	Establish Control	3-Man Field Party	4	Hours	\$190.00	\$760.00
2	Analyze, Process Field Work	Sr. CADD Tech	2	Hours	\$125.00	\$250.00
						Subtotal \$1,010.00

Schedule B Item No. 2: Identify Right-of-Way and Boundary Lines

Item	Description	Classification	Quantity	Units	Unit Rate	Subtotal
1	Perform Research, Deed Plots	Sr. CADD Tech	2	Hours	\$125.00	\$250.00
2	Prepare Field Packets	Sr. CADD Tech	2	Hours	\$125.00	\$250.00
3	Perform Fieldwork to Find existing monumentation	3-Man Field Party	4	Hours	\$190.00	\$760.00
4	Analyze Field Work	Sr. CADD Tech	4	Hours	\$125.00	\$500.00
						Subtotal \$1,760.00

Schedule B Item No. 3: Perform Topographic Survey

Item	Description	Classification	Quantity	Units	Unit Rate	Subtotal
1	Perform Topographic Survey	3-Man Field Party	8	Hours	\$190.00	\$1,520.00
2	Analyze Field Work and Prepare ACAD file for Topographic Survey.	Sr. CADD Tech	8	Hours	\$125.00	\$1,000.00
						Subtotal \$2,520.00

Schedule B Item No.4: Preliminary Standard Land Survey and Final Land Title Surveys – 4 Parcel.

Item	Description	Classification	Quantity	Units	Unit Rate	Subtotal
1	Prepare Preliminary Survey and Address Title Commitment to prepare Final Land Title Survey	Sr. CADD Tech	60	Hours	\$125.00	\$7,500.00
1	Set appropriate monumentation for Right-of-Way Acquisition Parcel	3-Man Field Party	4	Hours	\$190.00	\$760.00
						Subtotal \$8,260.00

Schedule B Item No. 5: Supervise And Quality Control All Aspects Of Project

Maintain Communication With Client Including Engineer(s), Land Owner(s), And Attorney(s) Attend Meetings As Requested

Item	Description	Classification	Quantity	Units	Unit Rate	Subtotal
1	Analyze Right-of-Way, Boundary Lines Sign and Seal Final Survey	R.P.L.S.	8	Hours	\$160.00	\$1,280.00
2	Supervise and Quality Control All Aspects of Project	Project Manager	8	Hours	\$140.00	\$1,120.00
						Subtotal \$2,400.00

Total Amount: \$15,950.00

Commissioners Court - Regular Session**25.****Meeting Date:** 05/11/2021

CR 466 Temporary Closure and Detour Plans

Submitted For: Terron Evertson**Submitted By:** Vicky
Edwards,
Infrastructure**Department:** Infrastructure**Division:** Road & Bridge**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action regarding the temporary closing of CR 466 for utility work.

Background

The proposed roadway closure and detour of CR 466, approximately 2,600' northeast of the intersection of CR 464 and CR 466, is necessary in order for Enerpipe to perform repairs on an existing Utility line. The closure will start on or around 5/19/2021 and continue for approximately 10 calendar days. The additional time traveling the detour will be approximately twelve minutes.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

CR 466 Detour Plans

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 05/06/2021

Reviewed By

Andrea Schiele

Date

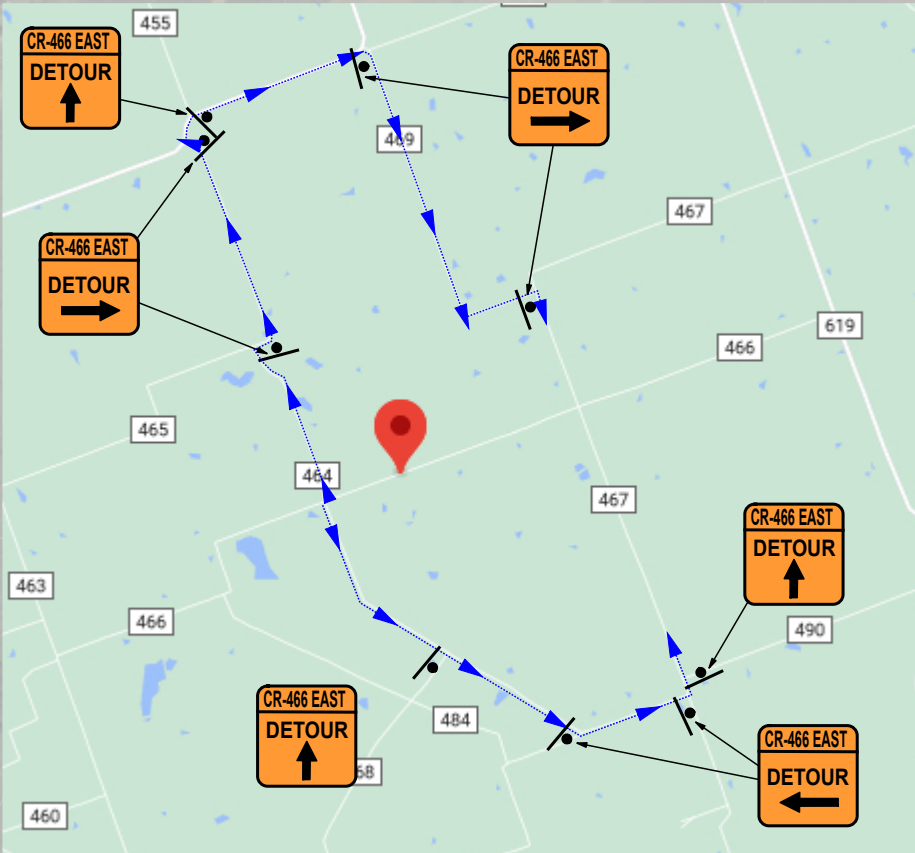
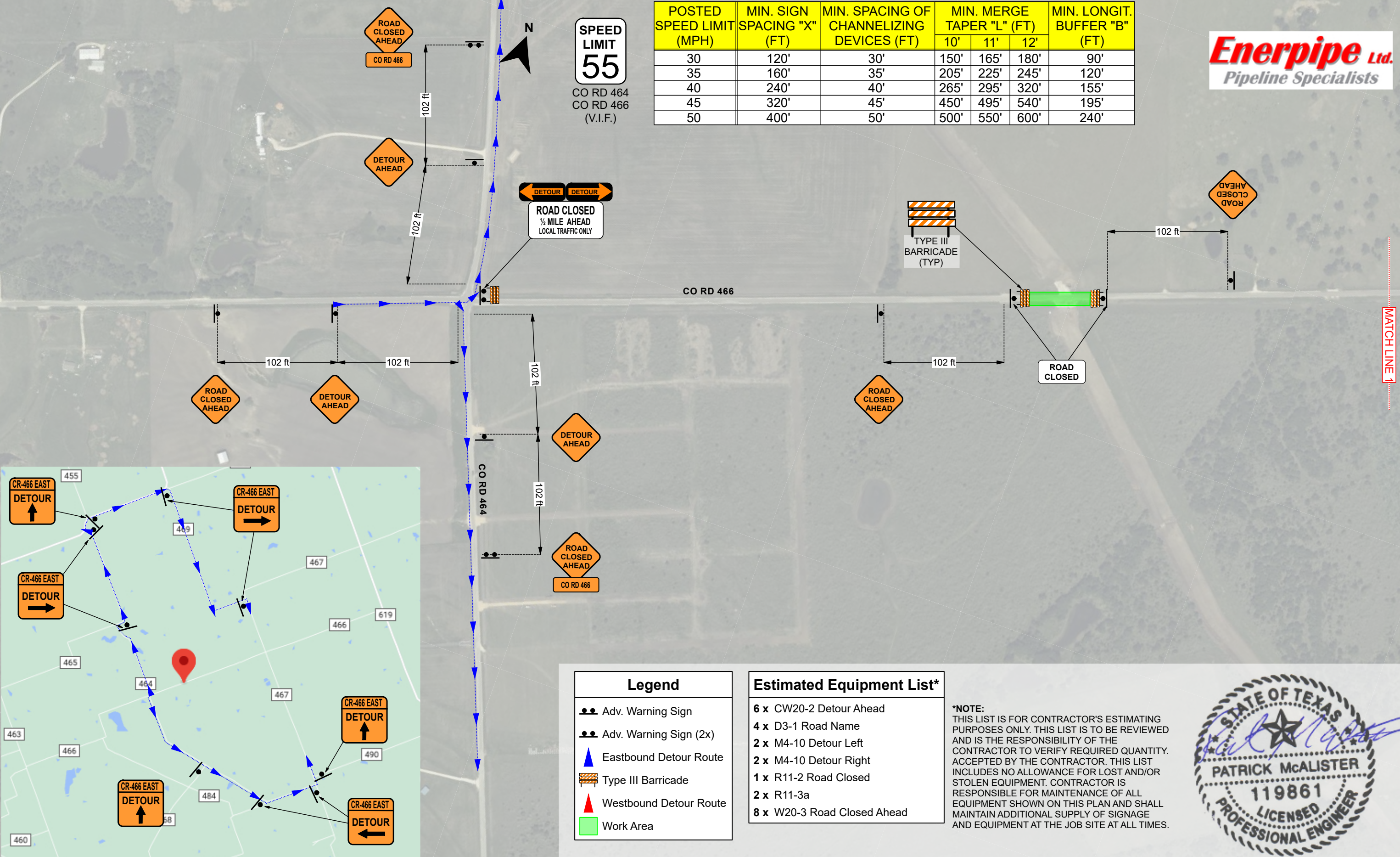
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Started On: 05/06/2021 10:48 AM

POSTED SPEED LIMIT (MPH)	MIN. SIGN SPACING "X" (FT)	MIN. SPACING OF CHANNELIZING DEVICES (FT)	MIN. MERGE TAPER "L" (FT)			MIN. LONGIT. BUFFER "B" (FT)
			10'	11'	12'	
30	120'	30'	150'	165'	180'	90'
35	160'	35'	205'	225'	245'	120'
40	240'	40'	265'	295'	320'	155'
45	320'	45'	450'	495'	540'	195'
50	400'	50'	500'	550'	600'	240'

SPEED
LIMIT
55

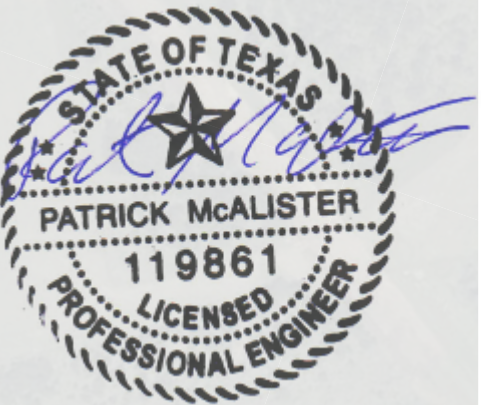
CO RD 464
CO RD 466
(V.I.F.)



Legend	
	Adv. Warning Sign
	Adv. Warning Sign (2x)
	Eastbound Detour Route
	Type III Barricade
	Westbound Detour Route
	Work Area

Estimated Equipment List*	
6 x	CW20-2 Detour Ahead
4 x	D3-1 Road Name
2 x	M4-10 Detour Left
2 x	M4-10 Detour Right
1 x	R11-2 Road Closed
2 x	R11-3a
8 x	W20-3 Road Closed Ahead

***NOTE:**
THIS LIST IS FOR CONTRACTOR'S ESTIMATING PURPOSES ONLY. THIS LIST IS TO BE REVIEWED AND IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY REQUIRED QUANTITY. ACCEPTED BY THE CONTRACTOR. THIS LIST INCLUDES NO ALLOWANCE FOR LOST AND/OR STOLEN EQUIPMENT. CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE OF ALL EQUIPMENT SHOWN ON THIS PLAN AND SHALL MAINTAIN ADDITIONAL SUPPLY OF SIGNAGE AND EQUIPMENT AT THE JOB SITE AT ALL TIMES.



JOB #	21029	REVISIONS		
DRAWN	MH	REV	BY	DATE
DESIGNED	MH			
CHECKED	PM			
DATE	01-27-21			



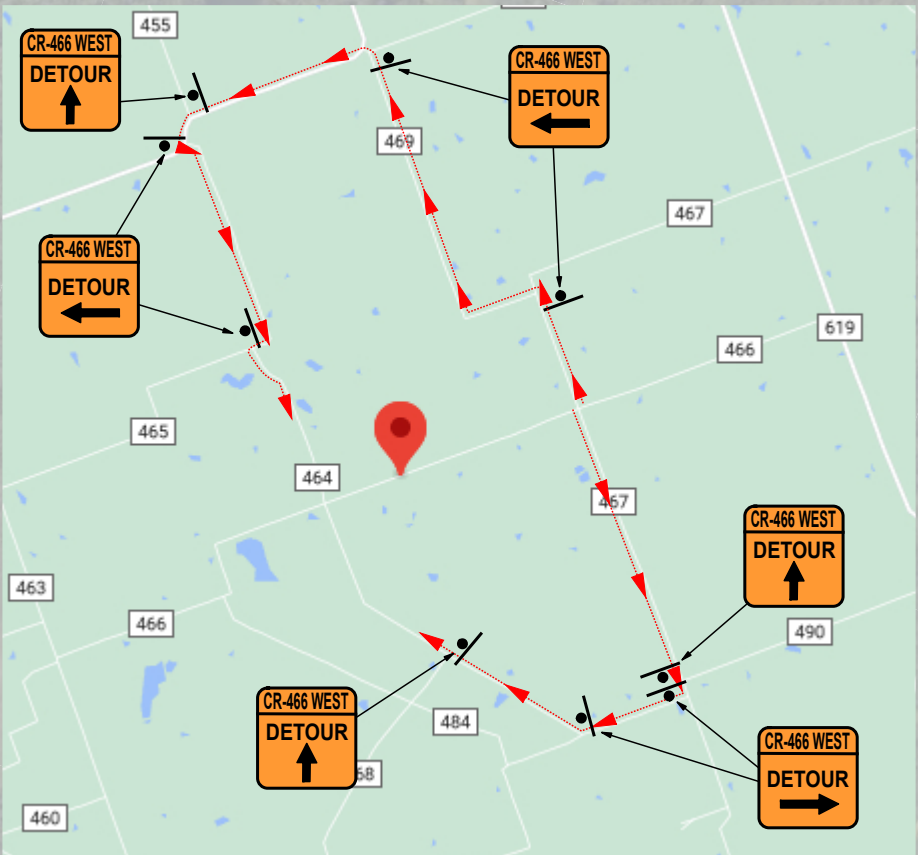
SPEED
LIMIT
55

CO RD 466
CO RD 467
(V.I.F.)

POSTED SPEED LIMIT (MPH)	MIN. SIGN SPACING "X" (FT)	MIN. SPACING OF CHANNELIZING DEVICES (FT)	MIN. MERGE TAPER "L" (FT)			MIN. LONGIT. BUFFER "B" (FT)
			10'	11'	12'	
30	120'	30'	150'	165'	180'	90'
35	160'	35'	205'	225'	245'	120'
40	240'	40'	265'	295'	320'	155'
45	320'	45'	450'	495'	540'	195'
50	400'	50'	500'	550'	600'	240'

CO RD 466

MATCH LINE 1



TYPE III
BARRICADE
(TYP)

DETOUR DETOUR
ROAD CLOSED
1 MILE AHEAD
LOCAL TRAFFIC ONLY

CO RD 467

DETOUR AHEAD
ROAD CLOSED
AHEAD
CO RD 466

Enerpipe Ltd.
Pipeline Specialists

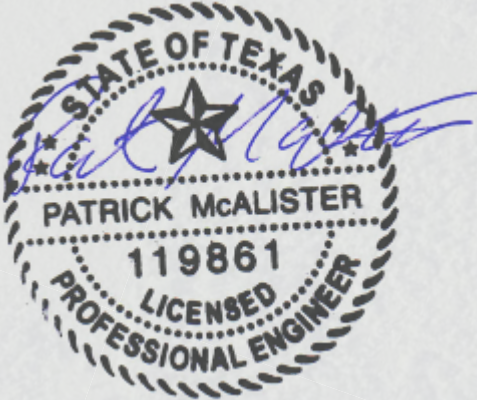
Legend

- Adv. Warning Sign
- Adv. Warning Sign (2x)
- ▲ Eastbound Detour Route
- ▨ Type III Barricade
- ▲ Westbound Detour Route
- Work Area

Estimated Equipment List*

- 6 x CW20-2 Detour Ahead
- 4 x D3-1 Road Name
- 2 x M4-10 Detour Left
- 2 x M4-10 Detour Right
- 1 x R11-2 Road Closed
- 2 x R11-3a
- 8 x W20-3 Road Closed Ahead

*NOTE:
THIS LIST IS FOR CONTRACTOR'S ESTIMATING
PURPOSES ONLY. THIS LIST IS TO BE REVIEWED
AND IS THE RESPONSIBILITY OF THE
CONTRACTOR TO VERIFY REQUIRED QUANTITY.
ACCEPTED BY THE CONTRACTOR. THIS LIST
INCLUDES NO ALLOWANCE FOR LOST AND/OR
STOLEN EQUIPMENT. CONTRACTOR IS
RESPONSIBLE FOR MAINTENANCE OF ALL
EQUIPMENT SHOWN ON THIS PLAN AND SHALL
MAINTAIN ADDITIONAL SUPPLY OF SIGNAGE
AND EQUIPMENT AT THE JOB SITE AT ALL TIMES.



NATIONAL TRENCH SAFETY
3550 ROUND BARN BLVD.
SUITE 205
SANTA ROSA, CA. 95403

JOB #	21029	REVISIONS		
DRAWN	MH	REV	BY	DATE
DESIGNED	MH			
CHECKED	PM			
DATE	01-27-21			

ENERPIPE, LTD.
500 S TAYLOR ST, #1010
AMARILLO, TX 79101

14" LONG MOUNTAIN PUMP STATION TO
BRENHAM STATION PLANT DIG 19A
TRAFFIC CONTROL PLAN

WESTBOUND ROAD CLOSURE & DETOUR

SCALE
HOR. AS SHOWN
VER. AS SHOWN
DRAWING
SHEET
4 of 4

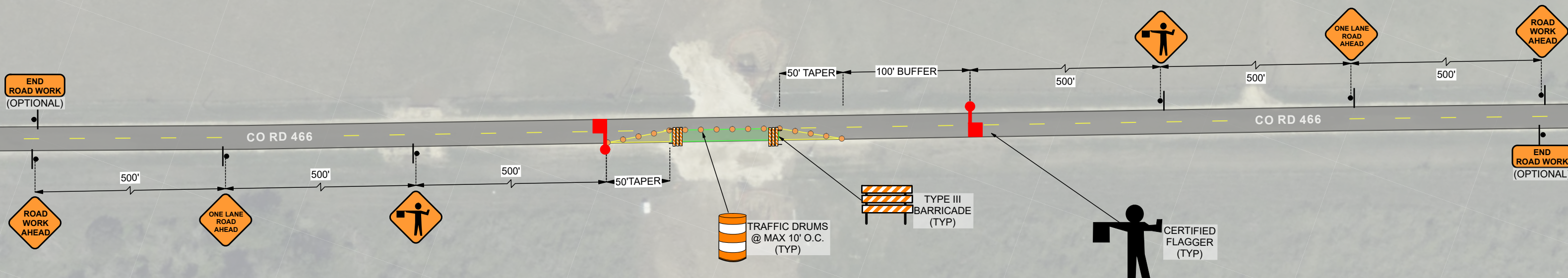


SPEED
LIMIT
55

CO RD 466
(V.I.F.)

POSTED SPEED LIMIT (MPH)	MIN. SIGN SPACING "X" (FT)	MIN. SPACING OF CHANNELIZING DEVICES (FT)	MIN. MERGE TAPER "L" (FT)			MIN. LONGIT. BUFFER "B" (FT)
			10'	11'	12'	
30	120'	30'	150'	165'	180'	90'
35	160'	35'	205'	225'	245'	120'
40	240'	40'	265'	295'	320'	155'
45	320'	45'	450'	495'	540'	195'
50	400'	50'	500'	550'	600'	240'

Enerpipe Ltd.
Pipeline Specialists



Legend

- Adv. Warning Sign
- Delineator
- Safety Zone
- Type III Barricade
- Work Area

Estimated Equipment List*

- 2 x Certified Flagger
- 2 x CW20-1 Road Work Ahead
- 2 x CW20-4 One Lane Road Ahead
- 2 x CW20-7a Flagger
- 16 x Delineator
- 2 x G20-2a End Road Work
- 2 x Type III Barricade

***NOTE:**
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NATIONAL TRENCH SAFETY
3550 ROUND BARN BLVD.
SUITE 205
SANTA ROSA, CA. 95403

JOB #	21029	REVISIONS		
DRAWN	MH	REV	BY	DATE
DESIGNED	MH			
CHECKED	PM			
DATE	01-27-21			

ENERPIPE, LTD.
500 S TAYLOR ST, #1010
AMARILLO, TX 79101

14" LONG MOUNTAIN PUMP STATION TO
BRENHAM STATION PLANT DIG 19A
TRAFFIC CONTROL PLAN

FLAGGER OPERATION

SCALE
HOR. AS SHOWN
VER. AS SHOWN
DRAWING
SHEET
2 of 4

Commissioners Court - Regular Session**26.****Meeting Date:** 05/11/2021

Final plat for the Rancho Santa Fe Section 3 subdivision – Pct 2

Submitted For: Terron Evertson**Submitted By:** Adam Boatright,
Infrastructure
Division: Road & Bridge**Department:** Infrastructure**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approval of the final plat for the Rancho Santa Fe Section 3 subdivision – Precinct 2.

Background

This is the next section of the Rancho Santa Fe development. It consists of 53 single family lots and 3,457 feet of new public roads. Roadway and drainage construction has been completed.

Timeline

2021-03-11 – Initial submittal of the final plat application

2021-04-01 – 1st review complete with comments

2021-04-09 – 2nd submittal of final plat

2021-04-21 – 2nd review complete with comments

2021-04-23 – 3rd submittal of final plat

2021-04-28 – 3rd review complete with comments clear

2021-05-06 – receipt of final plat with signatures

2021-05-06 – final plat placed on the May 11, 2021 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

final plat - Rancho Santa Fe Sec 3

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 05/06/2021

Reviewed By

Andrea Schiele

Date

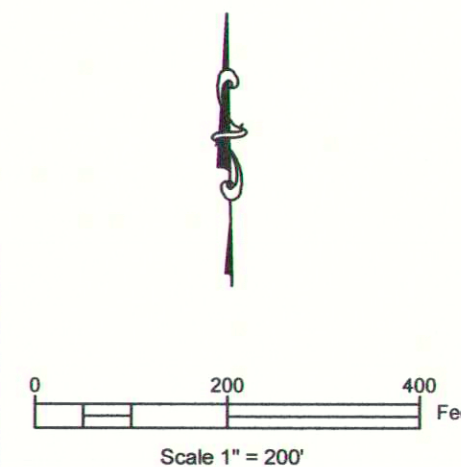
05/06/2021 11:34 AM

Started On: 05/06/2021 11:13 AM



FINAL PLAT OF RANCHO SANTA FE SECTION 3

67.417 ACRES OF LAND OUT OF THE B. MANLOVE SURVEY, ABSTRACT NO. 417, WILLIAMSON COUNTY, TEXAS.



LOCATION MAP
N.T.S.

DATE: MARCH, 2021

OWNER: MACNAK, L.L.C.
C/O BRUCE NAKFOOR
111 CONGRESS AVE
SUITE #3000
AUSTIN, TX 78701
PH: (512)-656-6244
EMAIL: BNAKFOOR@3000 PARTNERS.COM

OWNER: 93 SOUTHVIEW LTD.
8220 HWY 71 WEST, SUITE 100
AUSTIN, TX 78753
PH: (512) 657-3800
EMAIL: meinfinger@aol.com

SURVEYOR: TIMOTHY E. HAYNIE
HAYNIE CONSULTING, INC.
1010 PROVIDENT LANE
ROUND ROCK, TEXAS 78664
PHONE: 512-837-2446
FAX: 512-837-9463

OWNER: WATCH HILL M.U.D.
8220 HWY 71 WEST, SUITE 100
AUSTIN, TX 78753
PH: (512) 657-3800
EMAIL: meinfinger@aol.com

ENGINEER: TIM HAYNIE
HAYNIE CONSULTING, INC.
1010 PROVIDENT LANE
ROUND ROCK, TEXAS 78664
PHONE: 512-837-2446
FAX: 512-837-9463

1. SURVEY: B. MANLOVE, ABSTRACT NO. 417
2. TOTAL ACRES: 67.417 ACRES
3. NUMBER OF LOTS: 53 LOTS
4. NUMBER OF BLOCKS: 2
5. AREA OF SMALLEST LOT: 1.000 ACRE
6. PROPOSED USE: SINGLE FAMILY RESIDENTIAL.
7. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY CITY OF GEORGETOWN.
8. SEWER SERVICE TO BE PROVIDED BY ON SITE SEWAGE FACILITY
9. MAX. IMPERVIOUS COVER PER LOT: 20% PER LOT
10. STORM WATER DETENTION IS REQUIRED IF TOTAL IMPERVIOUS COVER EXCEEDS 20%.
11. STREET LENGTH AND DESIGN SPECS:
SIERRA MOSCA TRAIL - 743 L.F. / 25 M.P.H.
PUEBLO PEAK COVE - 905 L.F. / 25 M.P.H.
OCATE MESA TRAIL - 1337 L.F. / 25 M.P.H.
CAPALIN COURT - 472 L.F. / 25 M.P.H.
12. ALL DWELLINGS PLACED ON THESE SUBDIVISION LOTS MUST BE CONNECTED TO SEPTIC TANKS OR DISPOSAL FACILITIES MEETING THE SPECIFICATIONS AND CONDITIONS OF THE STATE DEPARTMENT OF HEALTH AND THE PRIVATE SEWAGE FACILITY REGULATIONS APPLICABLE TO WILLIAMSON COUNTY AS OF THE DATE OF APPLICATION.
13. ALL DRIVEWAY CULVERTS IN THIS SUBDIVISION SHALL BE 18" MINIMUM.
14. ALL ONSITE SANITARY SEWER FACILITIES SHALL BE PLACED GREATER THAN 100 FEET FROM ANY EXISTING PRIVATE WATER WELL PER COUNTY AND TCEQ REGULATIONS.
15. ALL PUBLIC ROADWAY AND EASEMENTS, AS SHOWN ON THE PLAT, ARE FREE OF LIENS. REQUIRED RELEASE OF LIENS SHALL BE PROVIDED TO THE COMMISSIONERS' COURT.

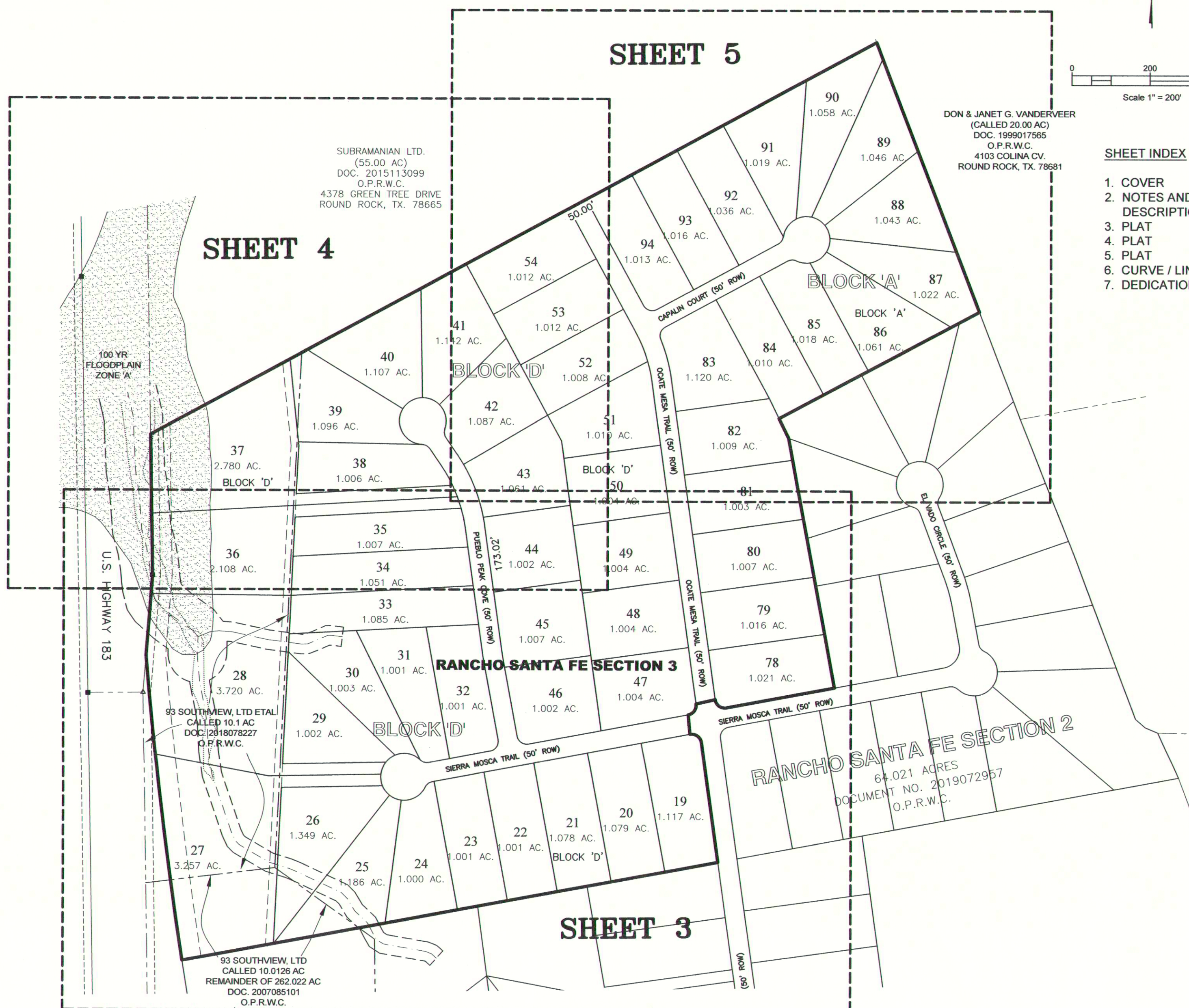
ROADWAY CLASSIFICATION: LOCAL, RURAL, PUBLIC
ROADWAY DESIGN SPEED: 25 MPH

BENCHMARK NOTE:

A TXDOT TYPE 1 CONCRETE MONUMENT FOUND AT AN ANGLE POINT IN THE EAST RIGHT-OF-WAY OF U.S. HWY 183, ALSO BEING AN ANGLE POINT IN THE REAR (WEST) LOT LINE OF LOT 36, BLOCK D, RANCHO SANTA FE SECTION 3. ELEV. = 908.14'. SEE SHEETS 3 & 4.

BLOCK	LOT	SIDE	Q-10 (CFS)
A	83	NORTH	0.75
A	94	SOUTH	0.49
D	47	SOUTH	1.58

NOTE:
BEARING BASIS OF THE SURVEY SHOWN HEREON IS PROVIDED BY LCRA GPS
SUB-HARN DATA AND IS REFERENCED TO THE NAD 83 CONTROL DATUM,
TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, AND NAVD 88
VERTICAL CONTROL DATUM.



- ### SHEET INDEX
1. COVER
 2. NOTES AND LEGAL DESCRIPTION
 3. PLAT
 4. PLAT
 5. PLAT
 6. CURVE / LINE TABLES
 7. DEDICATION



**HAYNIE
CONSULTING, INC.**
Civil Engineers and Land Surveyors
1010 Provident Lane
Round Rock, Texas 78664-3276
Ph: 512-837-2446 Fax: 512-837-9463
TBPE FIRM # F-002411, TBPLS FIRM # 100250-00

SHEET NO.
1 OF 7

DRAWN BY: CA, KS
CHECKED BY: BJ
PROJ. #: 651-14-03

FINAL PLAT OF
RANCHO SANTA FE SECTION 3

67.417 ACRES OF LAND OUT OF THE B. MANLOVE SURVEY, ABSTRACT NO. 417, WILLIAMSON COUNTY, TEXAS.

PLAT NOTES

- NO OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO FENCING OR STORAGE, SHALL BE PERMITTED IN ANY DRAINAGE EASEMENTS SHOWN HEREON.
- A TEN FOOT (10') P.U.E. ABUTTING AND ALONG THE STREET SIDE PROPERTY LINE IS HEREBY DEDICATED FOR ALL STREET SIDE LOTS SHOWN HEREON AND AS DESCRIBED IN DOCUMENT NO. 20201066044, O.P.R.W.C., TO PEDERNALES ELECTRIC COOPERATIVE, INC.
- A SEVEN AND A HALF FOOT (7.5') P.U.E. ABUTTING ALL LOT SIDE AND REAR LOT LINES IS HEREBY DEDICATED.
- RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT OR MAINTENANCE OF THE ADJACENT ROAD.
- THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT WILL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
- IN APPROVING THIS PLAT BY THE COMMISSIONER'S 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 COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONER'S COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH.
- 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 MANagements CONTROLS WILL REMAIN WITH THE OWNER.
- 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.
- ALL PUBLIC ROADWAYS & EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
- 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. ONE-WAY "CIRCULAR" DRIVEWAYS SHALL BE PROHIBITED.
- LOTS 28, 36 AND 37, BLOCK D, IN THIS SUBDIVISION ARE ENCLOSED BY A SPECIAL FLOOD HAZARD AREA INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE MAP, COMMUNITY PANEL NO. 48491C0245F AND NO. 48491C0235F, BOTH EFFECTIVE DATES DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.
- EXCEPT FOR LOTS 28, 36 AND 37, BLOCK D, NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE FROM THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR. A FLOODPLAIN DEVELOPMENT PERMIT MUST BE OBTAINED FOR LOTS 28, 36 AND 37, BLOCK D, PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT.
- WHERE RURAL ROUTE MAILBOXES ARE IN USE, SUCH BOXES 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.
- DRIVEWAYS FOR LOTS 27, 28, 36 AND 37 (BLOCK D) SHALL CONNECT TO PUEBLO PEAK COVE AND SIERRA MOSCA TRAIL AND NOT DIRECTLY TO U.S. HWY 183.
- EXCEPT IN AREAS REQUIRED TO MEET LEGAL ACCESSIBILITY REQUIREMENTS, THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR AT LEAST ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
- A FLOODPLAIN DEVELOPMENT PERMIT MAY BE REQUIRED FOR BLOCK D, LOTS 28, 36 AND 37, BLOCK D, PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT. THE NEED FOR A FLOODPLAIN DEVELOPMENT PERMIT WILL BE DETERMINED BY WILLIAMSON COUNTY UPON REVIEW OF THE PROPOSED STRUCTURE LOCATION.
- THE MINIMUM FINISHED FLOOR ELEVATIONS (FFE) FOR LOTS SHOWN ON THIS PLAT ARE DETERMINED BY A STUDY PREPARED BY HAYNIE CONSULTING, INC., DATED JULY 17, 2013.
- LOTS 27, 28, 36 AND 37 (BLOCK D) MAY NOT BE FURTHER SUBDIVIDED.
- 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.
- 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.
- ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.

FIELD NOTE DESCRIPTION

A FIELD NOTE DESCRIPTION OF A 67.417 ACRE (2,936,685 SF) TRACT OF LAND OUT OF THE B. MANLOVE SURVEY, ABSTRACT NUMBER 417, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 262.022 ACRE TRACT OF LAND CONVEYED TO MACNAK LLC IN DOCUMENT NO. 2007083912 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.), AND BEING A PORTION OF A CALLED 20.1126 ACRE TRACT CONVEYED TO 93 SOUTHVIEW, LTD IN DOCUMENT NO. 2007085101, O.P.R.W.C., AND ALSO BEING A PORTION OF A CALLED 10.1 ACRE TRACT CONVEYED TO 93 SOUTHVIEW, LTD ETAL IN DOCUMENT NO. 2018078227, O.P.R.W.C.; SAID 67.417 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found in concrete in the East line of said 262.022 acre tract, and being in the West line of a called 20.00 acre tract conveyed to Don and Janet G. Vanderveer in Document Number 1999017565, O.P.R.W.C., also being the Northeast corner of a 64.021 acre subdivision known as Rancho Santa Fe Section 2 recorded in Document Number 2019072957, O.P.R.W.C., and being the Easternmost corner of herein described 67.417 acre tract and **POINT OF BEGINNING**, from which a 1/2 inch iron rod found bears S21° 00' 47"E, a distance of 294.28 feet at the Southwest corner of said called 20.00 acre tract;

THENCE, with the North boundary line of said Rancho Santa Fe Section 2, being the South boundary line of herein described 67.417 acre tract, the following eleven (11) courses and distances:

- S81° 52' 15"W, a distance of 581.06 feet to a 1/2 inch iron rod found;
- (L7) S26° 01' 54"E, a distance of 56.16 feet to a 1/2 inch iron rod found;
- S10° 32' 27"E, a distance of 652.11 feet to a 1/2 inch iron rod found;
- S79° 27' 33"W, a distance of 280.93 feet to a 1/2 inch iron rod found for the beginning of a non-tangent curve to the right;
- (C1), along said curve to the right, having a radius of 25.00 feet, an arc length of 40.39 feet, and a chord bearing and distance of N54° 15' 09"W, 36.14 feet to a 1/2 inch iron rod found for a point of non-tangency of said curve;
- (L1), S76° 53' 36"W, a distance of 50.20 feet to a 1/2 inch iron rod found for the beginning of a non-tangent curve to the right;
- (C2), along said curve to the right having a radius of 25.00 feet, an arc length of 38.15 feet, and a chord bearing and distance of S35° 44' 51"W, 34.55 feet to a 1/2 inch iron rod found for a point of non-tangency of said curve;
- (L2), S05° 23' 55"E, a distance of 50.20 feet to a 1/2 inch iron rod found for the beginning of a non-tangent curve to the right;
- (C3), along said curve to the right having a radius of 25.00 feet, an arc length of 40.39 feet, and a chord bearing and distance of S54° 15' 09"E, 36.14 feet to a 1/2 inch iron rod found for the point of tangency of said curve;
- S07° 57' 52"E, a distance of 309.90 feet to a 1/2 inch iron rod found;
- S79° 29' 01"W, a distance of 1396.29 feet to a 1/2 inch iron rod found at the Northwesterly corner of said Rancho Santa Fe Section 2, being in a called 20.1126 acre tract conveyed to 93 Southview, LTD in Document Number 2007085101 O.P.R.W.C., and being the Southwest corner of herein described 67.417 acre tract and the beginning of a non-tangent curve to the right;

THENCE, (C17), over and across said called 20.1126 acre tract, with the West line of herein described 67.417 acre tract, along said curve to the right, having a radius of 10802.53 feet, an arc length of 788.86 feet, and a chord bearing and distance of N06° 51' 43"W, 788.69 feet to a 1/2 inch iron rod set for a point of non-tangency of said curve in the East right-of-way line of U.S. Highway 183 (ROW varies), said point being in the west line of said called 10.1 acre tract;

THENCE, with said East right-of-way line of U.S. Highway 183 and West line of herein described 67.417 acre tract, the following two (2) courses and distances:

- N04° 33' 30"E, a distance of 205.60 feet to a TXDOT Type I concrete monument found;
- N01° 02' 31"W, a distance of 362.24 feet to a 1/2 inch iron rod set for the Northwest corner of herein described 67.417 acre tract and of said 262.022 acre tract, and being the southwest corner of a called 55.00 acre tract conveyed to Subramanian LTD in Document Number 2015113099, O.P.R.W.C.;

THENCE, N61° 28' 39"E, with the South boundary line of said called 55.00 acre tract, being the North boundary line of said 262.022 acre tract and herein described 67.417 acre tract, a distance of 2114.32 feet to a 1/2 inch iron rod set in the West boundary line of said called 20.00 acre tract, and being the Southeast corner of said called 55.00 acre tract and the Northeast corner of said 262.022 acre tract and herein described 67.417 acre tract;

THENCE, S21° 00' 47"E, with the West boundary line of said called 20.00 acre tract, and the East boundary line of said 262.022 acre tract and the East boundary line of herein described 67.417 acre tract, a distance of 740.97 feet to the **POINT OF BEGINNING**, and containing a calculated area of 67.417 acres, (2,936,685 sf), of land.

WILLIAMSON COUNTY ONSITE SEWAGE FACILITIES (OSSF) NOTES:

- ON SITE SEWAGE FACILITIES MUST BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER OR REGISTERED SANITARIAN.
- PRIOR TO ANY CHANNEL ALTERATIONS, BRIDGE CONSTRUCTION, FILL, DREDGING, CHANNEL IMPROVEMENT, STORAGE OF MATERIALS OR ANY OTHER CHANGE OF THE 100 YEAR FLOODPLAIN LOCATED WITHIN THE BLUE LINE (SURVEY) AN APPLICATION FOR FLOODPLAIN DEVELOPMENT PERMIT WITH A DESCRIPTION OF THE EXTENT TO WHICH THE WATERCOURSE OR NATURAL DRAINAGE WILL BE ALTERED OR RELOCATED AS A RESULT OF THE PROPOSED DEVELOPMENT MUST BE SUBMITTED TO AND APPROVED BY THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR. ALL SPECIFICATIONS AND DETAILS NECESSARY FOR COMPLETE REVIEW MUST BE PROVIDED.
- PRIOR TO ANY CHANNEL ALTERATION OR BRIDGE CONSTRUCTION WHICH WILL CHANGE EXISTING FLOOD PATTERNS OR ELEVATIONS, A LETTER OR MAP AMENDMENT MUST BE SUBMITTED TO AND APPROVED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
- NO NEW CONSTRUCTION, SUBSTANTIAL IMPROVEMENTS AND OTHER DEVELOPMENT IS PERMITTED WITHIN THE ADOPTED REGULATORY FLOODWAY UNLESS IT HAS BEEN DEMONSTRATED THROUGH HYDROLOGIC AND HYDRAULIC ANALYSES PERFORMED IN ACCORDANCE WITH STANDARD ENGINEERING PRACTICE THAT THE PROPOSED ENCROACHMENT WOULD NOT RESULT IN ANY INCREASE IN FLOOD LEVELS WITHIN THE COMMUNITY DURING THE OCCURRENCE OF THE BASE FLOOD DISCHARGE.
- ALL RESIDENTIAL LOTS ARE 1 ACRE OR GREATER IN SIZE.
- WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY CITY OF GEORGETOWN FOR LOTS 1 AND 2. LOT 3 WATER SERVICE IS PROVIDED BY AN EXISTING WELL.
- SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES.
- ON SITE SEWAGE FACILITY DISPOSAL FIELDS SHALL BE SET BACK FROM DRAINAGE WAYS, DRAINAGE EASEMENTS, AND WATER COURSES A DISTANCE OF 25, 50 OR 75 FEET AS SHOWN HEREON AND AS DETERMINED BY THE TYPE OF SEWAGE FACILITY INSTALLED AND AS REQUIRED BY WILLIAMSON COUNTY.
- THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) WATER POLLUTION ABATEMENT PLAN (WPAP) IS NOT REQUIRED.

PLATTED BY: jackson
PLOT TIME: Apr 29, 2021 - 9:08am
DRAWING: X:\651 Bruce Nakor\651-14-03 SECTION 3 PLAT\651-14-03 SECTION 3 PLAT.dwg



HAYNIE CONSULTING, INC.
Civil Engineers and Land Surveyors
1010 Provident Lane
Round Rock, Texas 78664-3276
Ph: 512-837-2446 Fax: 512-837-9463
TBPE FIRM # F-002411, TBPLS FIRM # 100250-00

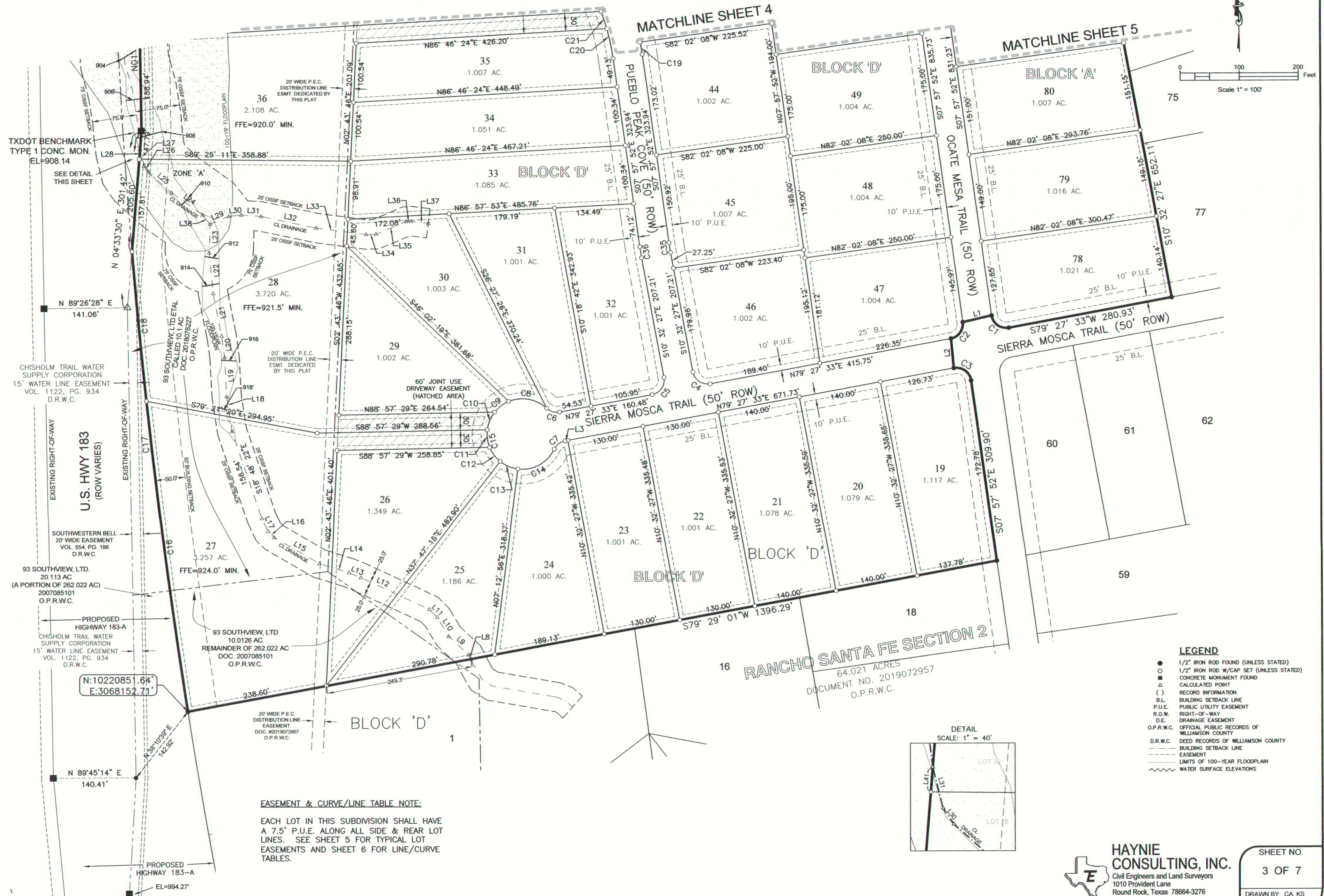
SHEET NO.

2 OF 7

DRAWN BY: CA, KS
CHECKED BY: BJ
PROJ. #: 651-14-03

FINAL PLAT OF RANCHO SANTA FE SECTION 3

67.417 ACRES OF LAND OUT OF THE B. MANLOVE SURVEY, ABSTRACT NO. 417, WILLIAMSON COUNTY, TEXAS.

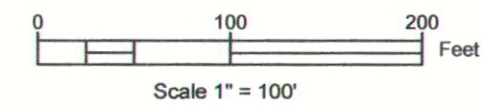


EASEMENT & CURVE/LINE TABLE NOTE:

EACH LOT IN THIS SUBDIVISION SHALL HAVE A 7.5' P.U.E. ALONG ALL SIDE & REAR LOT LINES. SEE SHEET 5 FOR TYPICAL LOT EASEMENTS AND SHEET 6 FOR LINE/CURVE TABLES.

FINAL PLAT OF RANCHO SANTA FE SECTION 3

67.417 ACRES OF LAND OUT OF THE B. MANLOVE SURVEY, ABSTRACT NO. 417, WILLIAMSON COUNTY, TEXAS.

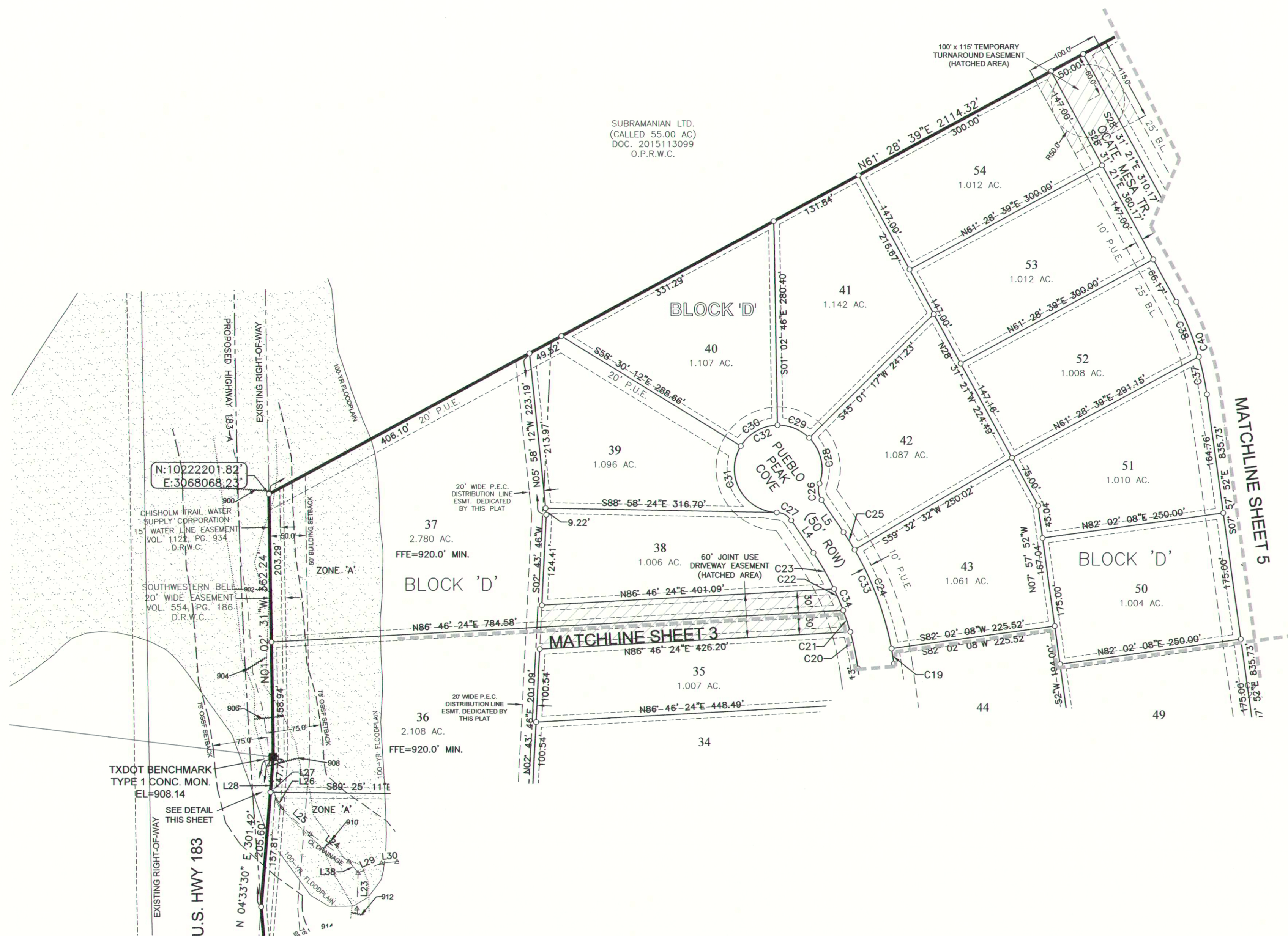


LEGEND

- 1/2" IRON ROD FOUND (UNLESS STATED)
- 1/2" IRON ROD W/CAP SET (UNLESS STATED)
- CONCRETE MONUMENT FOUND
- △ CALCULATED POINT
- () RECORD INFORMATION
- B.L. BUILDING SETBACK LINE
- P.U.E. PUBLIC UTILITY EASEMENT
- R.O.W. RIGHT-OF-WAY
- D.E. DRAINAGE EASEMENT
- O.P.R.W.C. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
- D.R.W.C. DEED RECORDS OF WILLIAMSON COUNTY
- BUILDING SETBACK LINE
- EASEMENT
- LIMITS OF 100-YEAR FLOODPLAIN
- WATER SURFACE ELEVATIONS

EASEMENT & CURVE/LINE TABLE NOTE:

EACH LOT IN THIS SUBDIVISION SHALL HAVE A 7.5' P.U.E. ALONG ALL SIDE & REAR LOT LINES. SEE SHEET 5 FOR TYPICAL LOT EASEMENTS AND SHEET 6 FOR LINE/CURVE TABLES.



PLOTTED BY: J. HARRIS
PLOT TIME: Apr 29, 2021 - 9:08am
DRAWING: X:\651 Bruce Nakor\651-14-03 SECTION 3 PLAT.dwg



HAYNIE CONSULTING, INC.
Civil Engineers and Land Surveyors
1010 Provident Lane
Round Rock, Texas 78664-3276
Ph: 512-837-2446 Fax: 512-837-9463
TBPE FIRM # F-002411, TBPLS FIRM # 100250-00

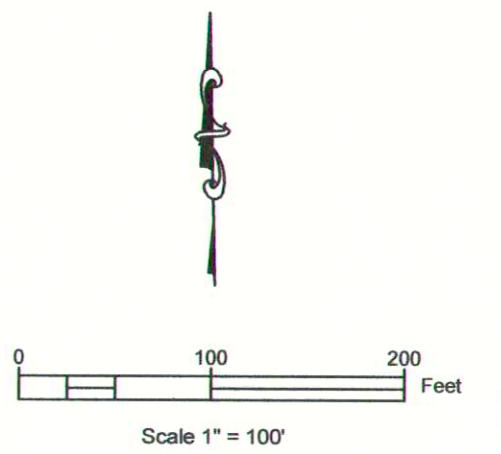
SHEET NO.

4 OF 7

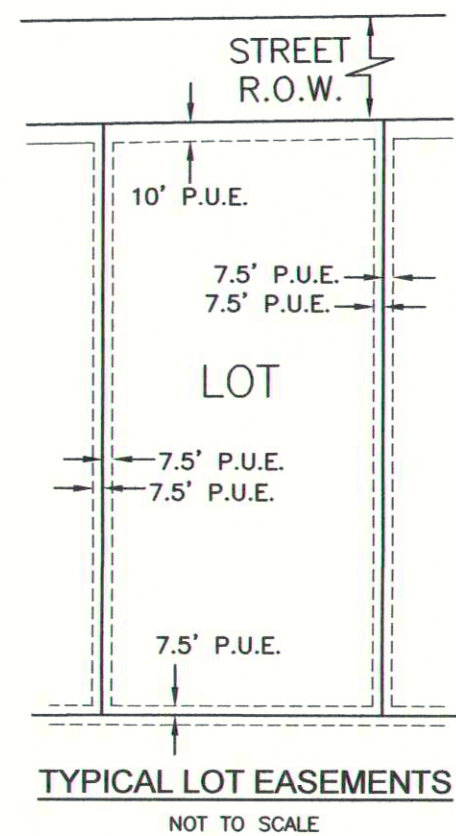
DRAWN BY: CA, KS
CHECKED BY: BJ
PROJ. #: 651-14-03

FINAL PLAT OF RANCHO SANTA FE SECTION 3

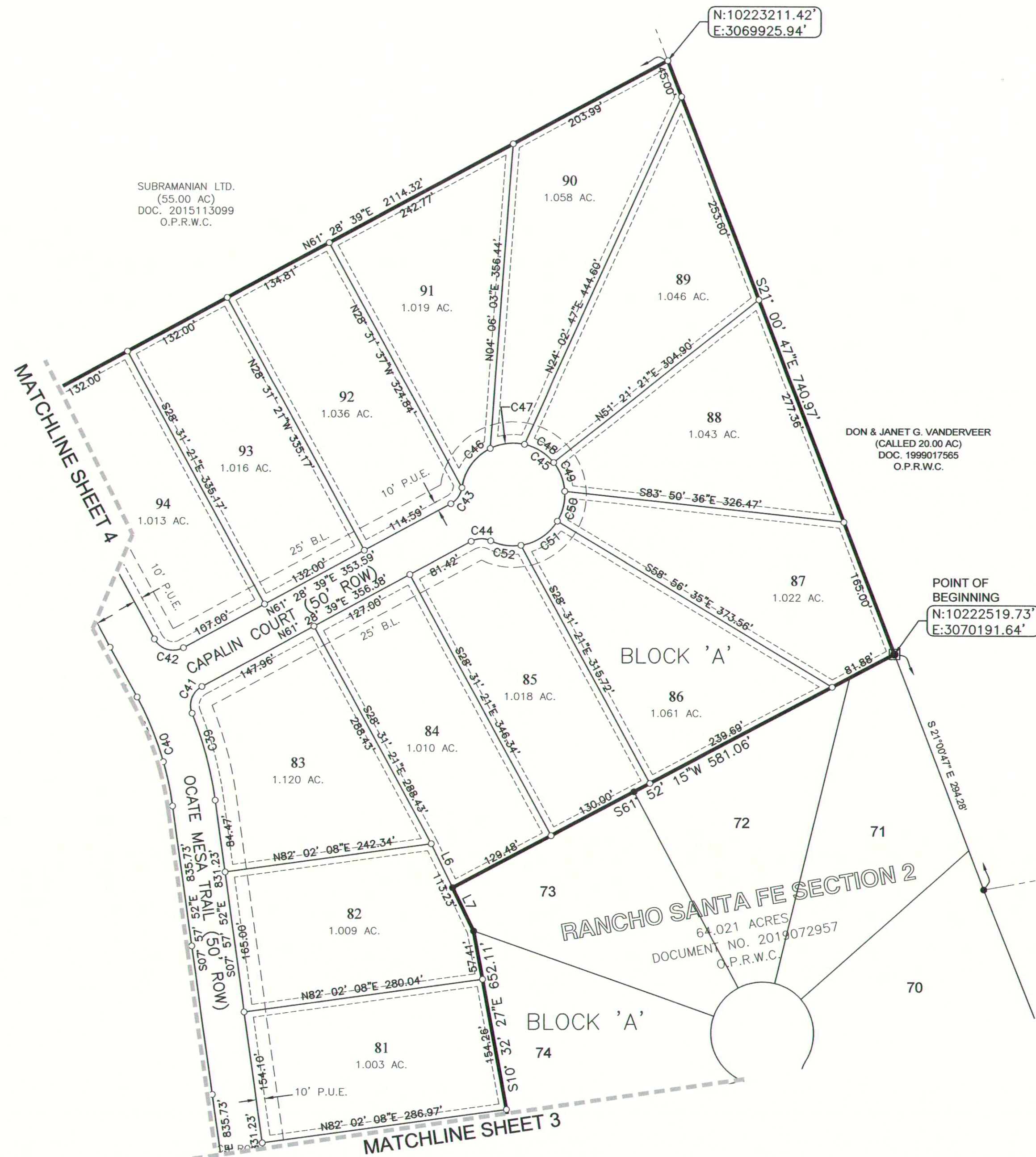
67.417 ACRES OF LAND OUT OF THE B. MANLOVE SURVEY, ABSTRACT NO. 417, WILLIAMSON COUNTY, TEXAS.



- LEGEND**
- 1/2" IRON ROD FOUND (UNLESS STATED)
 - 1/2" IRON ROD W/CAP SET (UNLESS STATED)
 - CONCRETE MONUMENT FOUND
 - ◻ IRON ROD FOUND PLACED IN CONCRETE
 - △ CALCULATED POINT
 - () RECORD INFORMATION
 - B.L. BUILDING SETBACK LINE
 - P.U.E. PUBLIC UTILITY EASEMENT
 - R.O.W. RIGHT-OF-WAY
 - D.E. DRAINAGE EASEMENT
 - O.P.R.W.C. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
 - D.R.W.C. DEED RECORDS OF WILLIAMSON COUNTY
 - BUILDING SETBACK LINE
 - EASEMENT



NOTE:
1. ALL P.U.E.'S SHOWN HEREON ARE PROPOSED UNLESS NOTED AS EXISTING.
2. 7.5' P.U.E. ALONG ALL SIDE & REAR LOT LINES OF EACH LOT IN THIS SUBDIVISION.
3. 10' P.U.E. ALONG ALL RIGHTS-OF-WAYS.



PLOTTED BY: kscott
PLOT TIME: Apr 28, 2021 1:00am
DRAWING: X:\651 Bruce Nelson\651-14-03 SECTION 3 PLAT.dwg

HAYNIE CONSULTING, INC.
Civil Engineers and Land Surveyors
1010 Provident Lane
Round Rock, Texas 78664-3276
Ph: 512-837-2446 Fax: 512-837-9463
TBPE FIRM # F-002411, TBPLS FIRM # 100250-00

SHEET NO.
5 OF 7

DRAWN BY: CA, KS
CHECKED BY: BJ
PROJ. #: 651-14-03

FINAL PLAT OF
RANCHO SANTA FE SECTION 3

67.417 ACRES OF LAND OUT OF THE B. MANLOVE SURVEY, ABSTRACT NO. 417, WILLIAMSON COUNTY, TEXAS.

SECTION 3 CURVE TABLE						
Curve #	Radius	Delta	Tangent	Arc Length	Chord Bearing	Chord Length
C1	25.00'	092° 34' 35"	26.15'	40.39'	N54° 15' 09"W	36.14'
C2	25.00'	087° 25' 25"	23.90'	38.15'	S35° 44' 51"W	34.55'
C3	25.00'	092° 34' 35"	26.15'	40.39'	S54° 15' 09"E	36.14'
C4	25.00'	090° 00' 00"	25.00'	39.27'	S55° 32' 27"E	35.36'
C5	25.00'	090° 00' 00"	25.00'	39.27'	N34° 27' 33"E	35.36'
C6	25.00'	053° 58' 05"	12.73'	23.55'	S73° 33' 24"E	22.69'
C7	25.00'	053° 49' 14"	12.69'	23.48'	S52° 32' 58"W	22.63'
C8	60.00'	065° 56' 50"	38.93'	69.06'	S79° 32' 47"E	65.31'
C9	60.00'	028° 57' 18"	15.49'	30.32'	N53° 00' 09"E	30.00'
C10	60.00'	031° 41' 38"	17.03'	33.19'	N22° 40' 41"E	32.77'
C11	60.00'	029° 09' 32"	15.61'	30.54'	N07° 44' 54"W	30.21'
C12	60.00'	028° 57' 18"	15.49'	30.32'	N36° 48' 19"W	30.00'
C13	60.00'	031° 30' 06"	16.92'	32.99'	N67° 02' 01"W	32.57'
C14	60.00'	071° 47' 10"	43.42'	75.17'	S61° 19' 21"W	70.35'
C15	60.00'	287° 59' 52"	43.59'	301.59'	S10° 34' 17"E	70.54'
C16	10802.53'	002° 49' 38"	266.57'	533.03'	N07° 32' 25"W	532.97'
C17	10802.53'	004° 11' 03"	394.61'	788.86'	N06° 51' 43"W	788.69'
C18	10802.53'	001° 21' 25"	127.92'	255.84'	N05° 26' 54"W	255.83'
C19	425.00'	002° 49' 46"	10.50'	20.99'	S09° 22' 45"E	20.99'
C20	375.00'	007° 53' 39"	25.87'	51.67'	N11° 54' 42"W	51.63'
C21	375.00'	004° 44' 49"	15.54'	31.07'	N18° 13' 56"W	31.06'
C22	375.00'	004° 52' 25"	15.96'	31.90'	N23° 02' 32"W	31.89'
C23	375.00'	008° 47' 04"	28.80'	57.49'	N29° 52' 17"W	57.44'
C24	425.00'	019° 39' 50"	73.65'	145.86'	S20° 37' 33"E	145.14'
C25	425.00'	003° 48' 21"	14.12'	28.23'	S32° 21' 38"E	28.22'
C26	25.00'	053° 58' 05"	12.73'	23.55'	S07° 16' 46"E	22.69'

SECTION 3 CURVE TABLE						
Curve #	Radius	Delta	Tangent	Arc Length	Chord Bearing	Chord Length
C27	24.42'	055° 27' 05"	12.84'	23.64'	N61° 17' 50"W	22.73'
C28	60.00'	064° 41' 00"	37.99'	67.74'	S12° 38' 13"E	64.20'
C29	60.00'	046° 04' 03"	25.51'	48.24'	S68° 00' 45"E	46.95'
C30	60.00'	057° 27' 26"	32.89'	60.17'	N60° 13' 31"E	57.68'
C31	60.17'	119° 07' 34"	102.41'	125.11'	N28° 20' 49"W	103.76'
C32	60.00'	287° 53' 42"	43.68'	301.48'	S55° 45' 26"W	70.62'
C33	425.00'	026° 17' 57"	99.29'	195.08'	N21° 06' 50"W	193.37'
C34	375.00'	026° 17' 57"	87.61'	172.13'	N21° 06' 50"W	170.62'
C35	375.00'	002° 34' 35"	8.43'	16.86'	S09° 15' 09"E	16.86'
C36	425.00'	002° 34' 35"	9.56'	19.11'	N09° 15' 09"W	19.11'
C37	375.00'	008° 05' 10"	26.51'	52.92'	N12° 00' 27"W	52.88'
C38	375.00'	012° 28' 20"	40.98'	81.63'	N22° 17' 12"W	81.47'
C39	425.00'	014° 10' 44"	52.86'	105.17'	S15° 03' 14"E	104.91'
C40	375.00'	020° 33' 30"	68.01'	134.55'	N18° 14' 37"W	133.83'
C41	25.00'	083° 37' 14"	22.36'	36.49'	S19° 40' 01"W	33.33'
C42	25.00'	090° 00' 00"	25.00'	39.27'	S73° 31' 21"E	35.36'
C43	25.04'	053° 58' 05"	12.75'	23.59'	N34° 26' 40"E	22.73'
C44	25.00'	053° 55' 51"	12.72'	23.53'	S88° 26' 34"W	22.67'
C45	60.00'	287° 54' 40"	43.66'	301.50'	N28° 29' 40"W	70.61'
C46	59.96'	055° 57' 42"	31.86'	58.56'	N35° 30' 37"E	56.26'
C47	60.00'	038° 56' 33"	21.21'	40.78'	N82° 56' 32"E	40.00'
C48	60.00'	038° 56' 33"	21.21'	40.78'	S58° 06' 56"E	40.00'
C49	60.00'	034° 51' 02"	18.83'	36.50'	S21° 13' 08"E	35.94'
C50	60.00'	034° 51' 02"	18.83'	36.50'	S13° 37' 54"W	35.94'
C51	60.00'	050° 02' 55"	28.01'	52.41'	S56° 04' 52"W	50.76'
C52	60.00'	034° 21' 20"	18.55'	35.98'	N81° 43' 00"W	35.44'

SECTION 3 LINE TABLE		
Line #	Direction	Length
L1	S76° 53' 36"W	50.20'
L2	S05° 23' 55"E	50.20'
L3	S79° 27' 33"W	5.00'
L4	N34° 15' 49"W	53.81'
L5	S34° 15' 49"E	53.81'
L6	N26° 01' 54"W	113.23'
L7	S26° 01' 54"E	56.16'
L8	S27° 36' 42"E	8.58'
L9	S46° 55' 41"E	45.27'
L10	S31° 07' 12"E	37.98'
L11	S44° 38' 27"E	19.41'
L12	S64° 56' 19"E	127.80'
L13	S67° 35' 15"E	21.64'
L14	S72° 37' 57"E	52.94'
L15	S59° 50' 54"E	88.67'
L16	S45° 09' 10"E	14.33'
L17	S25° 03' 41"E	24.36'
L18	S08° 40' 02"E	59.69'
L19	S03° 06' 45"E	67.08'
L20	S07° 41' 50"E	36.60'

SECTION 3 LINE TABLE		
Line #	Direction	Length
L21	S11° 17' 54"E	74.17'
L22	S05° 19' 37"E	69.24'
L23	S01° 33' 11"W	48.87'
L24	S54° 32' 18"E	64.78'
L25	S47° 57' 36"E	52.91'
L26	S34° 16' 56"E	12.88'
L27	S13° 45' 28"E	28.91'
L28	S04° 33' 30"W	16.95'
L29	N67° 09' 17"E	34.50'
L30	N84° 29' 21"E	21.53'
L31	S86° 06' 13"E	33.82'
L32	S77° 57' 18"E	95.24'
L33	S82° 34' 32"E	85.50'
L34	N89° 03' 55"E	16.80'
L35	N66° 51' 03"E	55.38'
L36	N87° 13' 01"E	8.50'
L37	S83° 10' 14"E	29.76'
L38	S38° 25' 11"E	20.11'

PLOTTED BY: katekoon
PLOT TIME: Apr 28, 2021 - 9:10am
DRAWING: X:\651 Bruce Nallford\651-14-03 SECTION 3 PLAT.dwg

FINAL PLAT OF
RANCHO SANTA FE SECTION 3

67.417 ACRES OF LAND OUT OF THE B. MANLOVE SURVEY, ABSTRACT NO. 417, WILLIAMSON COUNTY, TEXAS.

OWNER

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

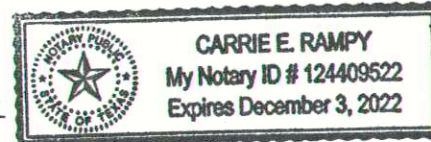
I, MACNAK L.L.C., AS CO-OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2007083912 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, 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 "RANCHO SANTA FE SECTION 3". TO CERTIFY WHICH, WITNESS BY MY HAND THIS 5th DAY OF May, 2021 A.D.

Bruce E. Nakfor
BRUCE E. NAKFOOR, AUTHORIZED SIGNER FOR MACNAK L.L.C.
111 CONGRESS AVE.- SUITE #3000
AUSTIN, TX 78701

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

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 5th DAY OF May, 2021 A.D.
BY BRUCE E. NAKFOOR, AUTHORIZED SIGNER FOR MACNAK L.L.C.

Carrie E. Rampy
NOTARY PUBLIC, STATE OF TEXAS
PRINTED NAME: Carrie E. Rampy
MY COMMISSION EXPIRES: 12.03.2022



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

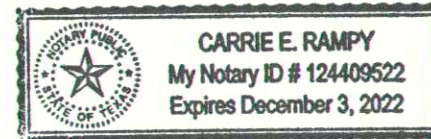
I, 93 SOUTHVIEW LTD., A TEXAS LIMITED PARTNERSHIP, AS A CO-OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2007085101 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, 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 "RANCHO SANTA FE SECTION 3". TO CERTIFY WHICH, WITNESS BY MY HAND THIS 5th DAY OF May, 2021 A.D.

Mac Spellmann, Jr.
MAC SPELLMANN, JR.
AUTHORIZED SIGNER FOR 93 SOUTHVIEW LTD
8220 HIGHWAY 71 WEST, SUITE 100
AUSTIN, TEXAS 78735

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

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 5th DAY OF May, 2021 A.D.
BY MAC SPELLMANN, JR., AUTHORIZED SIGNER FOR 93 SOUTHVIEW LTD., ON BEHALF OF SAID 93 SOUTHVIEW LTD.

Carrie E. Rampy
NOTARY PUBLIC, STATE OF TEXAS
PRINTED NAME: Carrie E. Rampy
MY COMMISSION EXPIRES: 12.03.2022



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

KNOW ALL MEN BY THESE PRESENTS THAT WATCH HILL M.U.D., THE LIEN HOLDER OF THAT CERTAIN TRACT OF LAND RECORDED IN DOCUMENT NOS. 2015082787, 2015082788, 2016053603, 2016053610, & 2018078228 ALL OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY CONSENT TO THE SUBDIVISION OF SAID TRACT OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, AND DOES HEREBY JOIN, APPROVE AND CONSENT TO THE DEDICATION TO THE PUBLIC USE FOREVER THE STREETS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON.

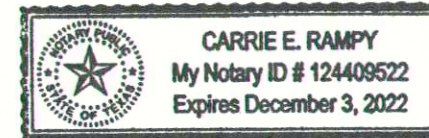
WITNESS MY HAND THIS THE 5th DAY OF May, 2021 A.D.

Charles Mac Spellmann
CHARLES "MAC" SPELLMANN, TRUSTEE
AUTHORIZED SIGNER FOR WATCH HILL M.U.D.
8220 HIGHWAY 71 WEST, SUITE 100
AUSTIN, TEXAS 78735

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED CHARLES "MAC" SPELLMANN, KNOWN TO BE ME TO BE WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 5th DAY OF May, 2021 A.D.

Carrie E. Rampy
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: Carrie E. Rampy
MY COMMISSION EXPIRES: 12.03.2022



WILLIAMSON COUNTY ON-SITE SEWAGE FACILITIES (OSSF) APPROVAL

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

Adam D. Boatright
J. TERRON EVERTSON, PE, DR, CFM
WILLIAMSON COUNTY ENGINEER

May 6, 2021
DATE

ROAD NAME AND 911 ADDRESSING APPROVAL

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 3 DAY OF May, 2021 A.D.

Cindy Bridges
PRINTED NAME: Cindy Bridges
WILLIAMSON COUNTY ADDRESSING COORDINATOR

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

KNOW ALL MEN BY THESE PRESENTS, THAT I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED REQUIREMENTS OF THE WILLIAMSON COUNTY SUBDIVISION SPECIFICATIONS, AND FURTHER CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE EVIDENCE FOUND ON THE GROUND AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

Timothy E. Haynie
TIMOTHY E. HAYNIE
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 2380 - STATE OF TEXAS
HAYNIE CONSULTING INC.
1010 PROVIDENT LANE
ROUND ROCK, TEXAS 78664

04.30.2021
DATE



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

I, TIMOTHY E. HAYNIE, A LICENSED PROFESSIONAL ENGINEER, DO HEREBY CERTIFY THAT A PORTION OF THIS PROPERTY IS LOCATED WITHIN ZONE 'A' OF THE DESIGNATED 100-YEAR FLOOD ZONE AREA, AS DELINEATED ON THE FLOOD INSURANCE MAP (FIRM) COMMUNITY PANEL NO. 48491C0245F AND NO. 48491C0235F, BOTH EFFECTIVE DATES OF DECEMBER 20, 2019, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. ADDITIONALLY, STORM WATER RUNOFF FROM THE 100-YEAR STORM EVENT SHALL BE CONTAINED WITHIN THE DRAINAGE FACILITIES TO BE LOCATED WITHIN THE RIGHT-OF-WAY AND /OR DRAINAGE EASEMENTS SHOWN ON THE ATTACHED PLAT.

THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE AS INDICATED ON THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY EDWARDS AQUIFER RECHARGE ZONE MAPS.

Timothy E. Haynie
TIMOTHY E. HAYNIE
LICENSED PROFESSIONAL ENGINEER
No. 36982 - STATE OF TEXAS
HAYNIE CONSULTING INC.
1010 PROVIDENT LANE
ROUND ROCK, TEXAS 78664

04.30.2021
DATE



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 COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

Bill Gravel, Jr.
BILL GRAVELL, JR., COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

DATE

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

I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20____ A.D., AT _____ O'CLOCK _____ M., AND DULY RECORDED THIS THE _____ DAY OF _____, 20____ A.D., AT _____ O'CLOCK _____ M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN 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 E. RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY



HAYNIE CONSULTING, INC.
Civil Engineers and Land Surveyors
1010 Provident Lane
Round Rock, Texas 78664-3276
Ph: 512-837-2446 Fax: 512-837-9463
TBPE FIRM # F-002411, TBPLS FIRM # 100250-00

SHEET NO.

7 OF 7

DRAWN BY: CA, KS
CHECKED BY: BJ
PROJ. #: 651-14-03

Commissioners Court - Regular Session**27.****Meeting Date:** 05/11/2021

Final plat for the Braun Parkway subdivision – Pct 2

Submitted For: Terron Evertson**Submitted By:** Adam Boatright,
Infrastructure
Division: Road & Bridge**Department:** Infrastructure**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approval of the final plat for the Braun Parkway subdivision – Precinct 2.

Background

This subdivision consists of no lots and 718 feet of new public roads. Roadway and drainage construction has been completed in accordance with the phasing agreement previously approved on October 20, 2020.

Timeline

2019-12-06 – initial submittal of the final plat application

2019-12-19 – 1st review complete with comments

2020-01-15 – 2nd submittal of final plat

2020-01-22 – 2nd review complete with minor comments

2021-04-27 – 3rd submittal of final plat

2021-04-27 – 3rd review complete with comments clear

2021-05-03 – receipt of final plat with signatures

2021-05-06 – final plat placed on the May 11, 2021 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

final plat - Braun Parkway

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 05/06/2021

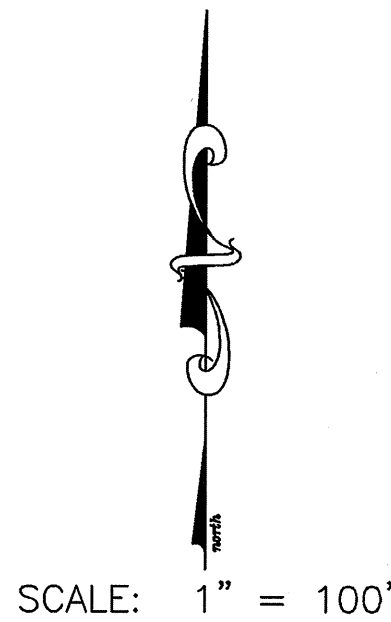
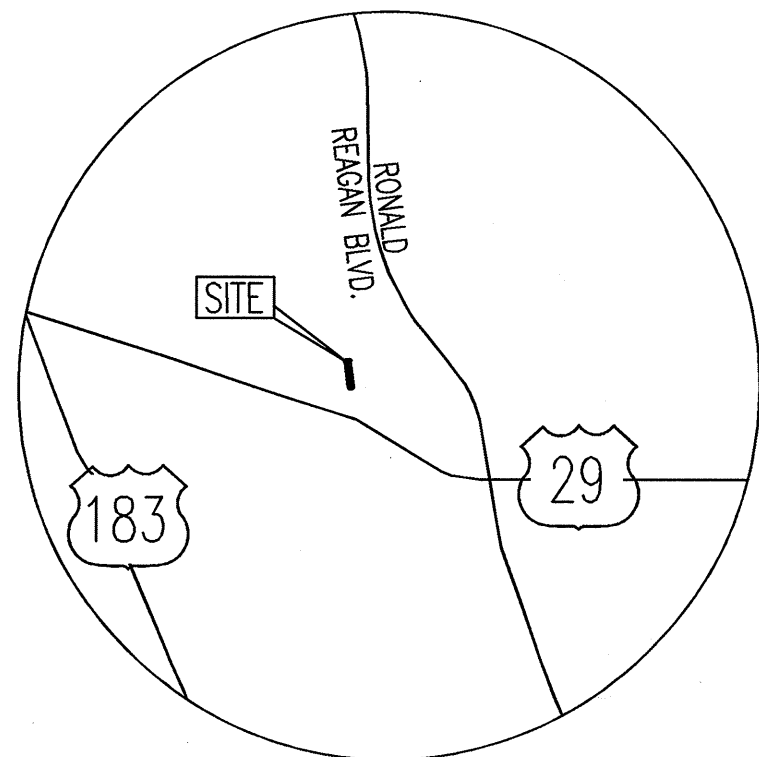
Reviewed By

Andrea Schiele

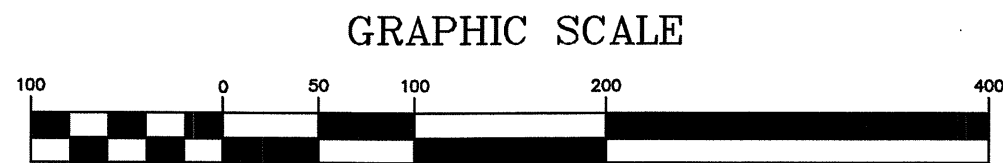
Date

05/06/2021 11:35 AM

Started On: 05/06/2021 11:17 AM



BRAUN PARKWAY FINAL PLAT



(IN FEET)
1 inch = 100 ft.

LEGEND

- 1/2" IRON ROD FOUND
- 1/2" IRON ROD SET
- SIDEWALK

Line Table		
Line #	Length	Direction
L1	34.82	S36°02'46"W
L2	90.00	S81°50'10"W
L3	34.19	N51°18'18"W

Curve Table					
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent
C1	137.73	1490.00	N82°55'01"E	137.68	68.92

FIELD NOTES

BEING ALL OF THAT CERTAIN 1.496 ACRE TRACT OF LAND SITUATED IN THE NOAH SMITHWICK SURVEY, ABSTRACT 590, WILLAMSON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS A PORTION OF A CALLED 1.70 ACRE TRACT, CONVEYED TO MIDDLEBROOK, LTD, IN DOCUMENT NUMBER 2015013356, OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS, SAID 1.496 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A 1/2 INCH IRON ROD FOUND AT THE NORTHWEST CORNER OF SAID 1.70 ACRE TRACT, BEING AT A NORTHEAST CORNER OF A CALLED 14.364 ACRE TRACT CONVEYED TO THE LIBERTY HILL INDEPENDENT SCHOOL DISTRICT IN DOCUMENT NUMBER 2019024632, OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS, SAME BEING IN THE SOUTH LINE OF SANTA RITA BOULEVARD (90' R.O.W.), ALSO BEING AT THE BEGINNING OF A CURVE TO THE LEFT, FOR A NORTHWEST CORNER AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, ALONG SAID CURVE TO THE LEFT, THE NORTH LINE OF SAID 1.70 ACRE TRACT AND THE SOUTH LINE OF SAID SANTA RITA BOULEVARD, HAVING A RADIUS OF 1490.00 FEET, AN ARC LENGTH OF 137.73 FEET, AND A CHORD THAT BEARS N82°55'01"E, A DISTANCE OF 137.68 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, BEING AT A NORTHERN CORNER OF LOT 24, BLOCK D, SANTA RITA SOUTH, SECTION 4A, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2015018631, OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS,

THENCE, ALONG THE COMMON LINE OF SAID 1.70 ACRE TRACT AND SAID SANTA RITA SOUTH, SECTION 4A, THE FOLLOWING TWO (2) COURSES AND DISTANCES, NUMBERED 1 AND 2,

- 1) S36°02'46"W, A DISTANCE OF 34.82 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, AND
- 2) S08°09'50"E, A DISTANCE OF 693.01 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, S81°50'10"W, OVER AND ACROSS SAID 1.70 ACRE TRACT OF LAND, A DISTANCE OF 90.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, BEING IN THE EAST LINE OF SAID 14.364 ACRE TRACT OF LAND,

THENCE, ALONG THE EAST LINE OF SAID 14.364 ACRE TRACT AND THE WEST LINE OF SAID 1.70 ACRE TRACT OF LAND, THE FOLLOWING TWO (2) COURSES AND DISTANCES, NUMBERED 1 AND 2,

- 1) N08°09' 50"W, A DISTANCE OF 695.62 FEET TO A 1/2 INCH IRON ROD FOUND, AND
- 2) N51°18'18"W, A DISTANCE OF 34.19 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.496 ACRES OF LAND.

SANTA RITA PLAT NOTES:

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 COUNTY.

DRAINAGE AND FLOODPLAIN:

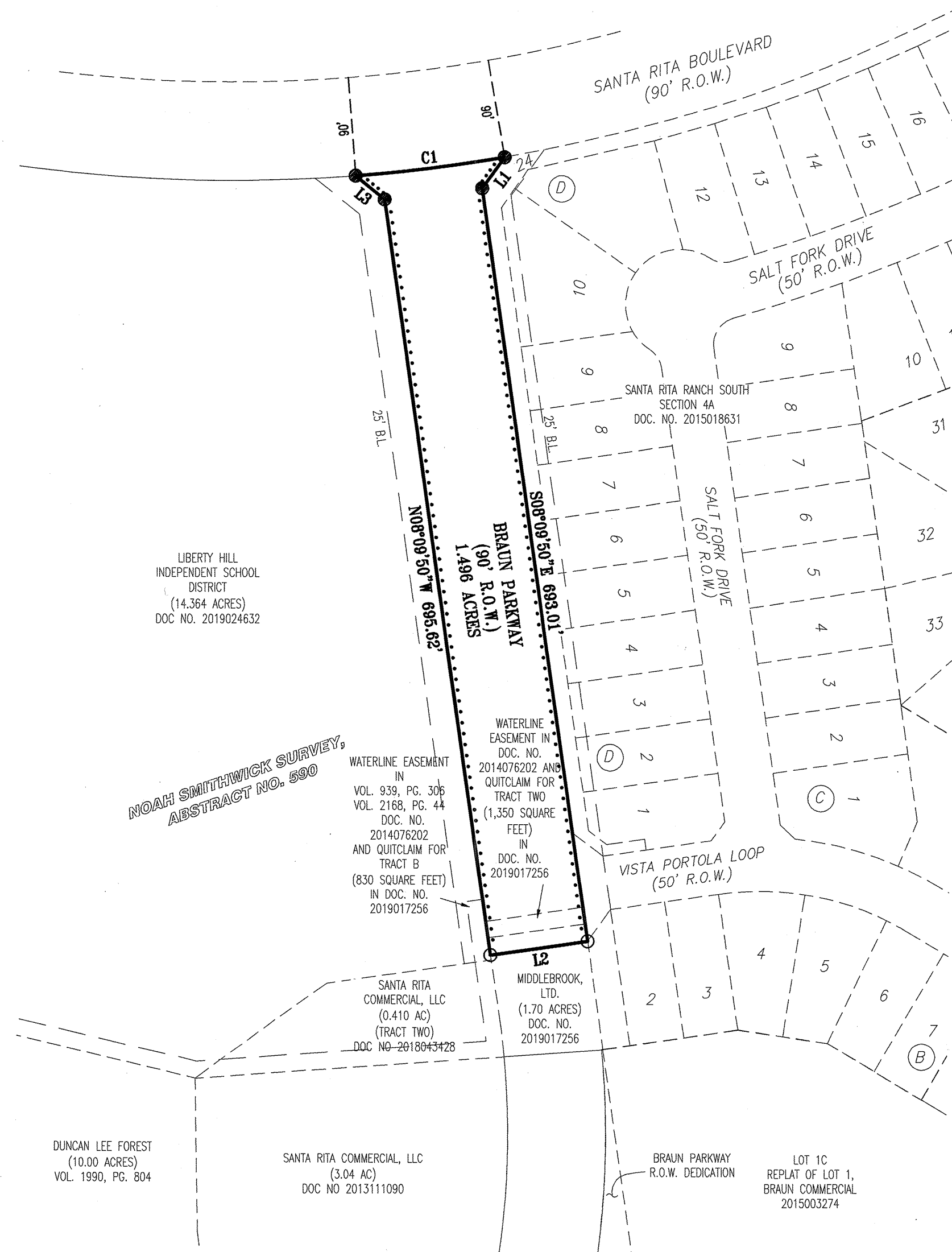
1. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
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. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLAMSON 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: WILLAMSON COUNTY MUD 19/GEORGETOWN UTILITY SYSTEMS.
4. ELECTRIC SERVICE IS PROVIDED BY: PEC

ROADWAY AND RIGHT-OF-WAY:

1. IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLAMSON 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 WILLAMSON 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 WILLAMSON 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 WILLAMSON COUNTY RIGHT-OF-WAY. THIS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO ENSURE THE PROPER FUNDING FOR MAINTENANCE.



DATE: JANUARY 24, 2020

OWNER:
MIDDLEBROOK, LTD,
A TEXAS LIMITED PARTNERSHIP
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

DEVELOPER:
MIDDLEBROOK, LTD,
A TEXAS LIMITED PARTNERSHIP
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

ENGINEER & SURVEYOR:
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749
(512) 280-5160 phone

TOTAL ACREAGE: 1.496 ACRES
SURVEY: B. MANLOVE SURVEY,
ABSTRACT NO. 417

F.E.M.A. MAP NO. 48491C0275E
WILLAMSON COUNTY, TEXAS AND
INCORPORATED AREAS.
DATED: SEPTEMBER 26, 2008

SHEET NO. 1 OF 2

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791
Civil Engineering
5501 West William Cannon
Phone No. (512) 280-5160

REG. # 10024900
Surveying
Austin, Texas 78749
Fax No. (512) 280-5165

PATH-J: AC3D\5179\SURVEY\FINAL PLAT - BRAUN PARKWAY.dwg

BRAUN PARKWAY FINAL PLAT

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

I, JAMES EDWARD HORNE, VICE PRESIDENT OF MIDDLEBROOK, LTD., OWNER OF THE CERTAIN 1.70 TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2015013356 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE 1.496 ACRES 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:

"BRAUN PARKWAY FINAL PLAT"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 28th DAY OF April, 2021.

MIDDLEBROOK, LTD., A TEXAS LIMITED PARTNERSHIP

BY: MIDDLEBROOK, GP, LLC, A TEXAS LIMITED LIABILITY COMPANY,
ITS GENERAL PARTNER

BY: MREM TEXAS MANAGER, LLC, A DELAWARE LIMITED
LIABILITY COMPANY, ITS MANAGER

BY: [Signature]
JAMES EDWARD HORNE, VICE PRESIDENT
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

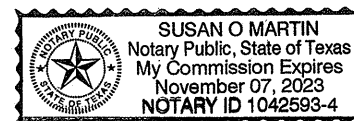
STATE OF TEXAS:

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 CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 28th DAY OF April, 2021 A.D.

[Signature]
NOTARY PUBLIC IN AND FOR WILLIAMSON COUNTY, TEXAS



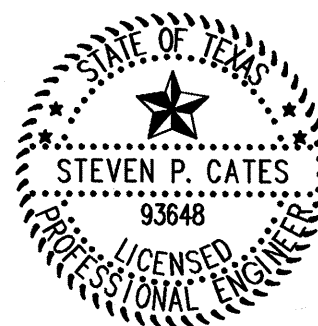
STATE OF TEXAS:

COUNTY OF TRAVIS:

NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL #48491C0275E, EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

I, RYAN WAYNE PERRY, 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: [Signature] 4/27/2021
STEVEN P. CATES, P.E. NO. 93648
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749



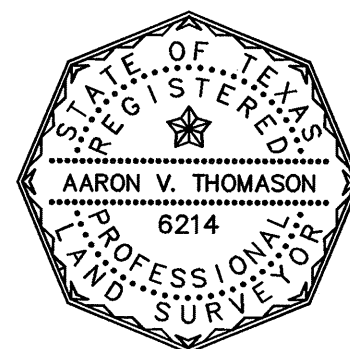
CARLSON, BRIGANCE, & DOERING, INC.
ID # F3791

STATE OF TEXAS:

COUNTY OF TRAVIS:

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.

SURVEYED BY: [Signature] 27 Apr 2021
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.

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

BY: [Signature]
PRINTED NAME: Jason Rangel
TITLE: VICE PRESIDENT

STATE OF TEXAS
COUNTY OF Travis

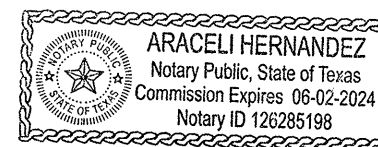
BEFORE ME ON THIS DAY PERSONALLY APPEARED Jason Rangel, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 30th DAY OF April, A.D., 2021

BY: [Signature]
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: Araceli Hernandez

MY COMMISSION EXPIRES 06-02-2024



ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 28th DAY OF April, 2021 A.D.

[Signature] Teresa Baker
WILLIAMSON COUNTY ADDRESSING COORDINATOR
WILLIAMSON COUNTY, TEXAS

PRINTED NAME: Teresa Baker

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.

[Signature]
LACHE HALE, CITY ADMINISTRATOR
CITY OF LIBERTY HILL, TEXAS

4/21/2021
DATE

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

DATE

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 _____ O'CLOCK, ____M., AND DULY RECORDED THIS THE ____ DAY OF _____, 20____, A.D., AT _____ O'CLOCK, ____M., IN THE PLAT RECORDS OF SAID COUNTY IN INSTRUMENT 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, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____ DEPUTY

SHEET NO. 2 OF 2



PATH-J: AC3D\5179\SURVEY\FINAL PLAT - BRAUN PARKWAY.dwg

Commissioners Court - Regular Session**28.****Meeting Date:** 05/11/2021

Preliminary plat for the Piper Run subdivision – Pct 4

Submitted For: Terron Evertson**Submitted By:** Adam
Boatright,
Infrastructure
Division: Road & Bridge**Department:** Infrastructure**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approval of the preliminary plat for the Piper Run subdivision – Precinct 4.

Background

This proposed subdivision consists of 4 lots and no new public roads.

Timeline

2020-12-29 – initial submittal of the preliminary plat application

2021-01-13 – 1st review complete with comments

2021-03-28 – 2nd submittal of preliminary plat

2021-04-09 – 2nd review complete with comments

2021-04-26 – 3rd submittal of preliminary plat

2021-05-03 – 3rd review complete with comments clear

2021-05-06 – preliminary plat placed on the May 11, 2021 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

preliminary plat - Piper Run

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 05/06/2021

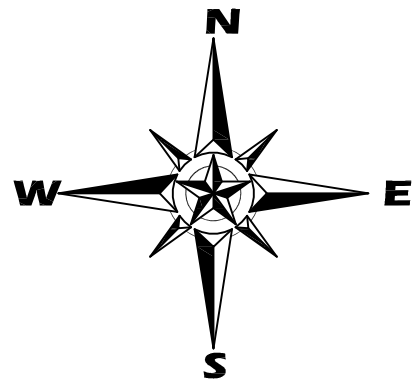
Reviewed By

Andrea Schiele

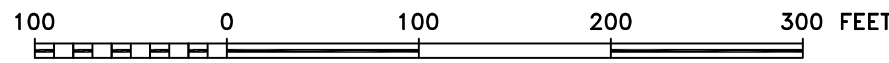
Date

05/06/2021 11:35 AM

Started On: 05/06/2021 11:21 AM



SCALE: 1" = 100'



LEGEND

- W.C.O.P.R. - WILLIAMSON COUNTY OFFICIAL PUBLIC RECORDS
W.C.P.R. - WILLIAMSON COUNTY PLAT RECORDS
W.C.O.R. - WILLIAMSON COUNTY OFFICIAL RECORDS
P.O.B. - POINT OF BEGINNING
P.U.E. - PUBLIC UTILITY EASEMENT
E.S.L.E. - ELECTRIC SUPPLY LINE EASEMENT
B.L. - BUILDING LINE
() - RECORD INFORMATION - DOC. NO. 2019047973, W.C.O.P.R.
[] - RECORD INFORMATION - DOC. NO. 2004069460, W.C.O.P.R.
{ } - RECORD INFORMATION - DOC. NO. 1991005511, W.C.O.P.R.
< > - RECORD INFORMATION - DOC. NO. 2003057143, W.C.O.P.R.
⊕ - FOUND 3/8" IRON ROD
⊙ - FOUND 1/2" IRON ROD
● - FOUND CAPPED 1/2" IRON ROD
○ - SET CAPPED 1/2" IRON ROD "WLSA 10110400"

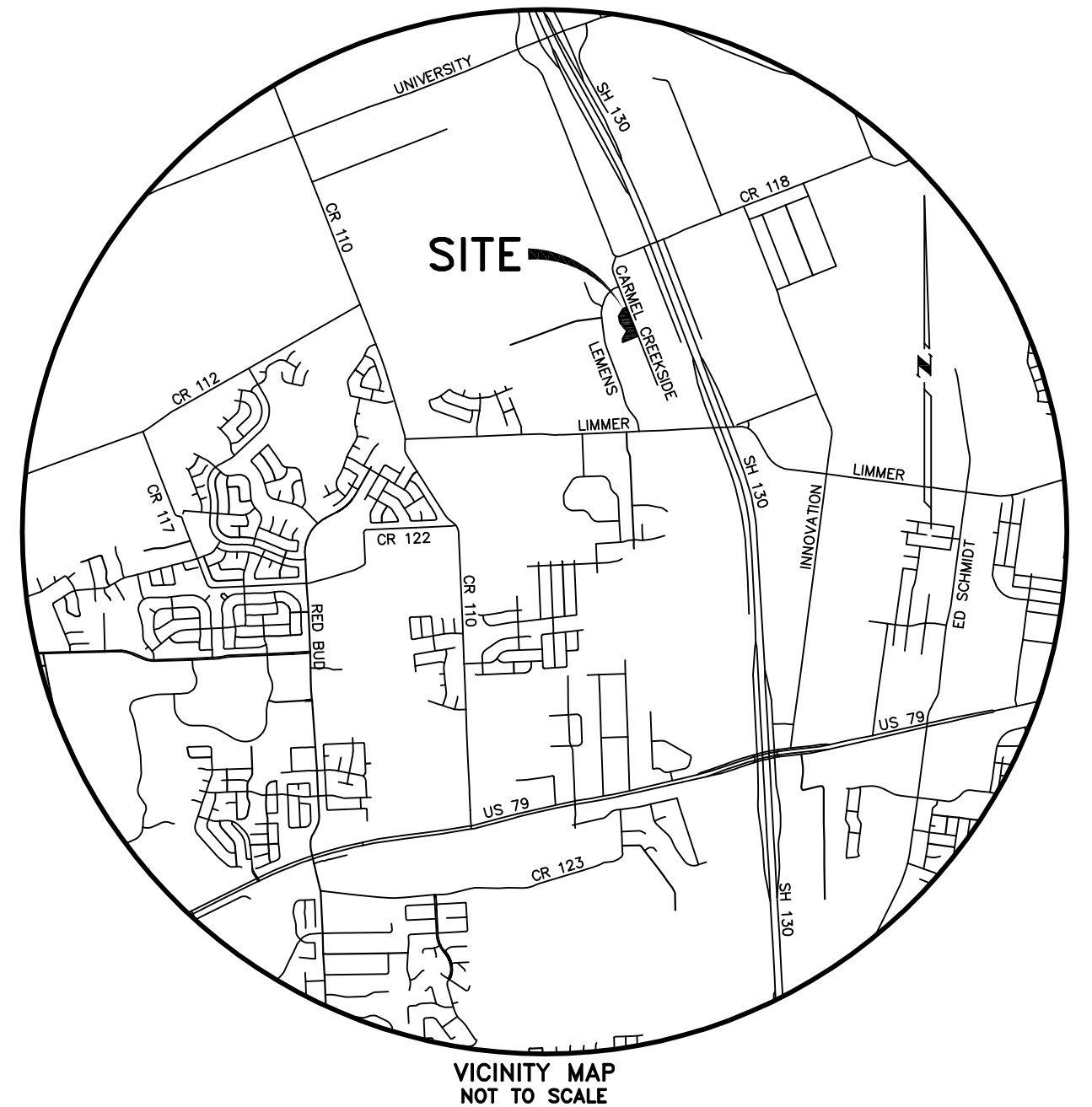
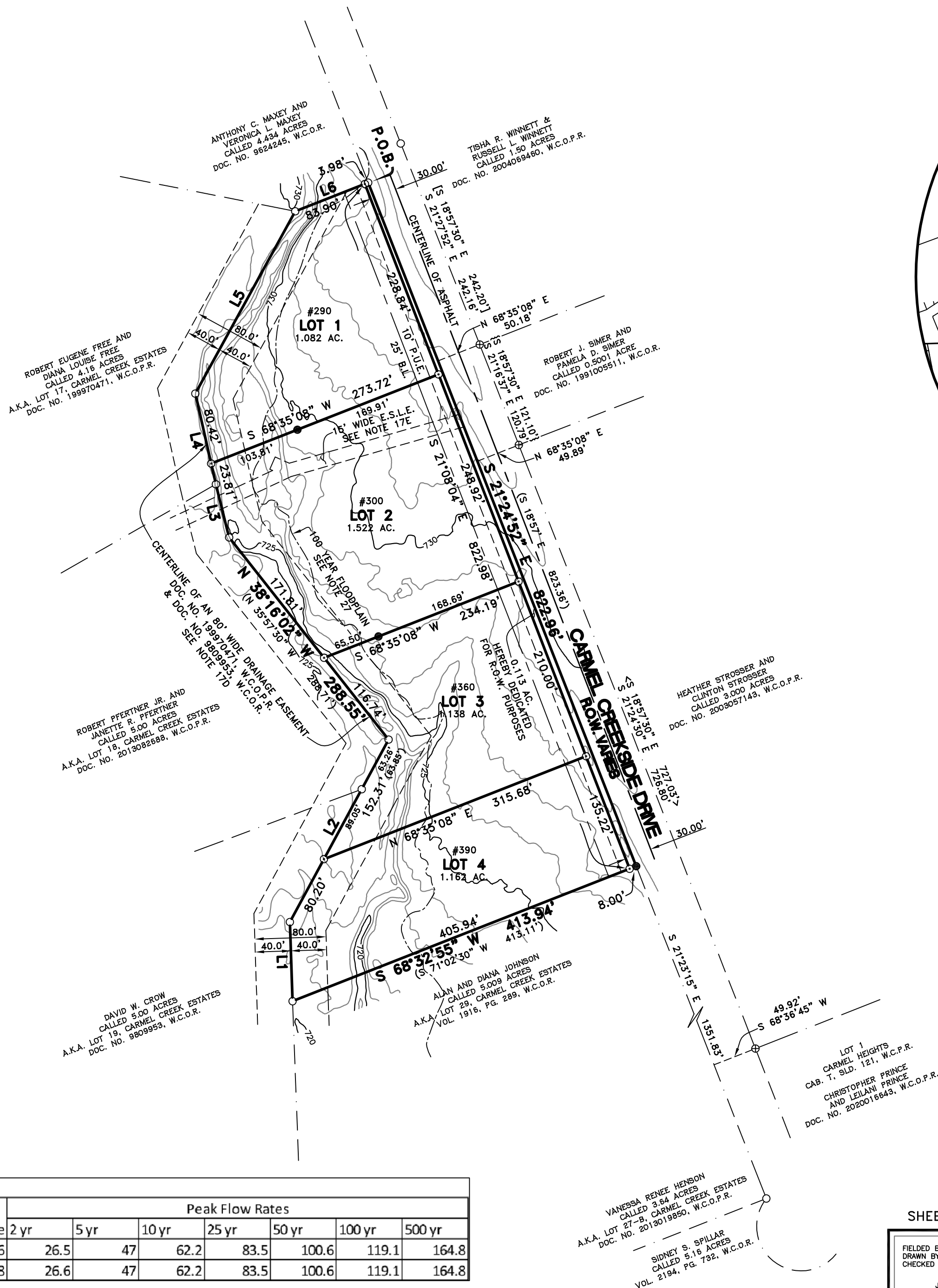
ELEVATION NOTE:
CONTOURS SHOWN HEREON ARE BASED ON INFORMATION PROVIDED
BY RILEY MOUNTAIN ENGINEERING, LLC. SURVEYOR DOES NOT
ASSUME RESPONSIBILITY FOR THE ACCURACY AND/OR LOCATION OF
SAID CONTOURS.

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 01°55'11" W (N 00°32'30" W)	88.83' (88.63')
L2	N 28°24'13" E (N 31°02'30" E)	232.51' (232.77')
L3	N 14°00'51" W (N 35°57'30" W)	61.46' (61.68')
L4	N 12°46'16" W (N 10°29'30" W)	104.23' (104.46')
L5	N 28°43'20" E (N 31°16'30" E)	233.00' (233.25')
L6	N 68°36'02" E (N 71°02' E)	87.88' (87.91')

Overall Runoff Calcs											
Modeled Scenario	Area (mi ²)	NRCS CN	Lag Time (min)	Percent Impervious Cove	Peak Flow Rates						
Existing	0.0384	79.3	10.8	10.6	26.5	47	62.2	83.5	100.6	119.1	164.8
Proposed	0.0384	79.3	10.8	10.8	26.6	47	62.2	83.5	100.6	119.1	164.8

PIPER RUN CONSISTING OF 5.017 ACRES OUT OF THE WILLIAM DUNN SURVEY, ABSTRACT NO. 196, WILLIAMSON COUNTY, TEXAS



- NOTES:
- A TEN FOOT (10') P.U.E. IS HEREBY DEDICATED ADJACENT TO ALL STREET R.O.W. LINES ON ALL LOTS.
 - NO OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO FENCING OR STORAGE, SHALL BE PERMITTED IN ANY DRAINAGE EASEMENTS SHOWN HEREON.

OWNER:
NORTHWIND HOMES, LLC
300 CARMEL CREEKSIDE DR.
HUTTO, TX 78634

OVERALL ACREAGE: 5.017 ACRES (218,535 SQ. FT.)

LOT 1: 1.082 ACRES (47,129 SQ. FT.)

LOT 2: 1.522 ACRES (66,278 SQ. FT.)

LOT 3: 1.138 ACRES (49,573 SQ. FT.)

LOT 4: 1.162 ACRES (50,628 SQ. FT.)

RIGHT-OF-WAY DEDICATION: 0.113 ACRE (4,927 SQ. FT.)

NUMBER OF LOTS: 4

SURVEYOR: WINDROSE LAND SERVICES - AUSTIN
PHONE: (512) 326-2100

SHEET 1 OF 2

FIELD BY: RF 04/09/2020
DRAWN BY: JC 07/17/2020
CHECKED BY: RW 07/17/2020

JOB NO. 37073

Windrose Services - Austin

4120 Commercial Center Dr.
Suite 300
Austin, Texas 78744
FIRM REGISTRATION NO. 10110400

Telephone: (512) 326-2100
Fax: (512) 326-2770

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

WE, NorthWind Homes, LLC, a Texas limited liability company, sole owner of the certain 5.028 acre tract of land described in a deed recorded in Document No. 2019047973 of the Official Public Records of Williamson County, Texas, SAVE AND EXCEPT that certain tract of land described as 1.000 acre in a deed recorded in Document No. 2019115067, Official Public Records of Williamson County, Texas, and corrected in a deed recorded in Document No. 2020017117, Official Public Records of Williamson County, Texas, do hereby join with Jerrie Ann Inman, being the sole owner of said 1,000 acre tract of land, 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 the streets, alleys, rights-of-way, easements and public places shown hereon for such public purposes as the City of Hutto may deem appropriate. This subdivision is to be known as **PIPER RUN**.

TO CERTIFY WHICH, WITNESS by my hand
this ____ day of _____, 20____, A.D.

TO CERTIFY WHICH, WITNESS by my hand
this ____ day of _____, 20____, A.D.

David McKenzie, Managing Member
NorthWind Homes, LLC
300 Carmel Creekside Dr.
Hutto, TX 78634

Jerrie Ann Inman
300 Carmel Creekside Dr.
Hutto, TX 78634

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

Before me, the undersigned authority, on this day personally appeared David McKenzie, representing NorthWind Homes, LLC, 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 ____ day of _____, 20____.

Notary Public in and for the State of Texas Notary Public printed or typed name

My commission expires on: _____

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

Before me, the undersigned authority, on this day personally appeared Jerrie Ann Inman, 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 ____ day of _____, 20____.

Notary Public in and for the State of Texas Notary Public printed or typed name

My commission expires on: _____

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

I, Ronnie Willis, Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat is true and correctly made from an actual survey made on the ground of the property legally described hereon, and that there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place, except as shown on the accompanying plat, and that the corner monuments shown thereon were properly placed under my supervision in accordance with the subdivision regulations of the City of Taylor, Williamson County, Texas.

TO CERTIFY WHICH, WITNESS my hand and seal at _____, _____

County, Texas, this ____ day of _____, 20____.

"PRELIMINARY PLAT RELEASED FOR REVIEW – THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT."

Ronnie Willis
Registered Professional Surveyor
No. 5462 State of Texas
Windrose Land Services Austin LTD.
4120 Commercial Center Drive, Suite 300
Austin, Texas 78744
Firm Registration No. 10110400

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 blue line (survey) complies with the requirements of Edwards Aquifer Regulations for Williamson County and Williamson County On-Site Sewage Facility Regulations. This certification is made solely upon such representations and should not be relied upon for verifications of the facts alleged. The Williamson County Engineer's office and Williamson County disclaim any responsibility to any member of the public for independent verification of the representations, factual or otherwise, contained in this blue line (survey) and the documents associated with it.

J. Terron Evertson, PE, DR, CFM Date
County Engineer

Road name and address assignments verified this the ____day of _____, 20__A.D.

WILLIAMSON COUNTY ADDRESSING COORDINATOR

THE PURPOSE OF THIS PRELIMINARY PLAT IS TO SHOW THE PROPOSED IMPROVEMENTS TO THE OWNER'S PROPERTY, INCLUDING THE EXISTING TOPOGRAPHY, TO EVALUATE THE EXISTING AND PROPOSED DRAINAGE PATTERNS. THERE ARE NO IMPROVEMENTS PROPOSED WITH THIS PRELIMINARY PLAT. A REVISED PRELIMINARY PLAT SHALL BE SUBMITTED AND APPROVED PRIOR TO ANY DIVISION OF LOTS INTO TWO OR MORE PARTS TO LAY OUT: (1) A SUBDIVISION OF THE TRACT, INCLUDING AN ADDITION; (2) LOTS; OR (3) STREETS, ALLEYS, SQUARES, PARKS, OR OTHER PARTS OF THE TRACT INTENDED TO BE DEDICATED TO PUBLIC USE OR FOR THE USE OF PURCHASERS OR OWNERS OF LOTS FRONTING ON OR ADJACENT TO THE STREETS, ALLEYS, SQUARES, PARKS, OR OTHER PARTS. A LOT IS ANY PARCEL OR TRACT OF LAND EXCLUSIVE OF ANY ADJOINING ROAD OR ROAD RIGHT-OF-WAY THAT IS SEPARATED FROM OTHER PARCELS BY A LEGAL DESCRIPTION, A SUBDIVISION OF RECORD, OR SURVEY MAP. THE TERMS "STREET" OR "ROAD" ARE INTERCHANGEABLE AND ARE USED TO DESCRIBE ALL VEHICULAR WAYS, REGARDLESS OF ANY OTHER DESIGNATION THEY MAY CARRY OR WHETHER THE STREET OR ROAD WILL BE PUBLIC OR PRIVATELY OWNED.

PIPER RUN

CONSISTING OF 5.017 ACRES OUT OF THE WILLIAM DUNN SURVEY, ABSTRACT NO. 196, WILLIAMSON COUNTY, TEXAS

GENERAL NOTES:

1) NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE WATER SYSTEM. WATER SERVICE WILL BE PROVIDED BY JONAH WATER DISTRICT.

2) SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES.

3) WATER AND WASTEWATER SYSTEMS SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH STATE HEALTH DEPARTMENT PLANS AND SPECIFICATIONS.

4) NO OBJECTS, INCLUDING BUT NOT LIMITED TO, BUILDINGS, FENCES OR LANDSCAPING, SHALL BE PERMITTED WITHIN ANY DRAINAGE EASEMENTS SHOWN HEREON, EXCEPT AS APPROVED BY WILLIAMSON COUNTY.

5) ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS/HER ASSIGNS.

6) PROPERTY OWNER AND HIS/HER ASSIGNS SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITIES.

7) THE DEVELOPER, BUILDER, SELLER, OR AGENT SHALL INFORM, IN WRITING, EACH BUYER OF SUBDIVISION LOTS OR PROPERTY LOCATED WITHIN FLOOD HAZARD AREAS THAT SUCH PROPERTY IS IN AN IDENTIFIED FLOOD HAZARD AREA AND THAT A FLOOD PLAIN DEVELOPMENT PERMIT WILL BE REQUIRED BEFORE A STRUCTURE CAN BE PLACED ON THE PROPERTY. THE WRITTEN NOTICE SHALL BE FILED FOR RECORD IN THE WILLIAMSON COUNTY OFFICIAL PUBLIC RECORDS. A COPY OF THIS WRITTEN NOTICE SHALL BE PROVIDED WHEN APPLICATIONS ARE MADE FOR FLOOD PLAIN DEVELOPMENT PERMITS.

8) PRIOR TO ANY CHANNEL ALTERATIONS, BRIDGE CONSTRUCTION, FILL, DREDGING, GRADING, CHANNEL IMPROVEMENT, OR STORAGE OF MATERIALS OR ANY OTHER CHANGE WITHIN THE 100 YEAR FLOOD PLAIN LOCATED WITHIN THIS SURVEY, AN APPLICATION FOR FLOOD PLAIN DEVELOPMENT PERMIT WITH A DESCRIPTION OF THE PROJECT AND THE EXTENT OF CHANGES, IF ANY, TO THE WATER COURSE OR NATURAL DRAINAGE AS A RESULT OF THE PROPOSED DEVELOPMENT MUST BE SUBMITTED TO AND APPROVED BY THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR. ALL SPECIFICATIONS AND DETAILS NECESSARY FOR COMPLETE REVIEW MUST BE PROVIDED.

9) PRIOR TO ANY CHANNEL ALTERATION OR BRIDGE CONSTRUCTION WHICH WILL CHANGE EXISTING FLOOD PATTERNS OR ELEVATIONS, A LETTER OF MAP AMENDMENT MUST BE SUBMITTED TO AND APPROVED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

10) A 75' SETBACK FROM CREEKS, LAKES, DRAINAGE-WAYS, AND DRAINAGE EASEMENTS, A 25' SETBACK FROM BREAKS IN GRADE AND A 25' SETBACK FROM RECHARGE FEATURES.

11) THE SUBJECT PROPERTY SHOWN HEREON IS NOT WITHIN THE EDWARDS AQUIFER CONTRIBUTING ZONE, RECHARGE ZONE, OR TRANSITION ZONE.

12) NO STRUCTURE OR LAND ON THIS PLAT SHALL HEREFTER BE LOCATED OR ALTERED WITHOUT FIRST SUBMITTING A CERTIFICATE OF COMPLIANCE TO THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR.

13) ALL BEARINGS ARE BASED ON THE TEXAS LAMBERT STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83. A SCALE FACTOR OF 1.00012491 HAS BEEN APPLIED TO OBTAIN SURFACE DISTANCES.

14) 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. FLOOD PLAIN 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.

15) RURAL MAIL BOXES 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.

16) EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.

17) THIS PLAT WAS PREPARED WITH INFORMATION CONTAINED IN TITLE COMMITMENT GF NO. 1943625-BCP OF INDEPENDENCE TITLE, EFFECTIVE DATE OF JANUARY 27, 2020. SURVEYOR DID NOT ABSTRACT SUBJECT PROPERTY. THE FOLLOWING NOTES ARE BASED ON SAID TITLE COMMITMENT:

A) A PARENT TRACT TO THE SUBJECT PROPERTY SHOWN HEREON IS SUBJECT TO AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT TO TEXAS POWER AND LIGHT COMPANY BY VOL. 282, PG. 432, W.C.D.R. THERE IS INSUFFICIENT INFORMATION IN SAID DOCUMENT TO DETERMINE EXACT LOCATION OF SAID EASEMENT.

B) A PARENT TRACT TO THE SUBJECT PROPERTY SHOWN HEREON IS SUBJECT TO AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT TO TEXAS POWER AND LIGHT COMPANY BY VOLUME 299, PAGE 506, W.C.D.R. THERE IS INSUFFICIENT INFORMATION IN SAID DOCUMENT TO DETERMINE EXACT LOCATION OF SAID EASEMENT.

C) SUBJECT TO A PIPE LINE EASEMENT (BLANKET IN NATURE) BEING 15' IN WIDTH CENTER LINE THEREOF BEING THE PIPE LINE AS INSTALLED TO JONAH WATER SUPPLY CORP. BY VOLUME 563, PAGE 515, VOLUME 563, PAGE 516, VOLUME 563, PAGE 517, W.C.D.R., AND VOLUME 1057, PAGE 273, W.C.O.R. SAID EASEMENT IS NOT PLOTTABLE DUE TO BEING BLANKET IN NATURE.

D) SUBJECT TO AN 80' WIDE DRAINAGE EASEMENT SHOWN HEREON AS EVIDENCED BY DOCUMENT NO. 9809953 AND DOCUMENT NO. 199970471, W.C.O.P.R.

E) SUBJECT TO 15' WIDE ELECTRIC SUPPLY LINE EASEMENT SHOWN HEREON TO TEXAS POWER & LIGHT COMPANY BY VOL. 1835, PG. 663, W.C.O.R.

18) SUBJECT TO ALL APPLICABLE CITY AND/OR COUNTY DEVELOPMENT CODES AND ORDINANCES.

19) EXEMPTION: STORMWATER DETENTION IS NOT REQUIRED. SEE DRAINAGE REPORT.

20) THE SUBDIVISION SHOWN HEREON IS LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF HUTTO.

21) 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 STORMWATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.

22) EXCEPT IN AREAS REQUIRED TO MEET LEGAL ACCESSIBILITY REQUIREMENTS, THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR AT LEAST ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.

23) NO LOT IN THIS SUBDIVISION IS ENCLOSED 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 NO. 48491C0505F, EFFECTIVE DATE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS. ZONE DETERMINATION WAS DONE BY GRAPHIC PLOTTING FROM THE FEMA MAP. SURVEYOR DOES NOT ASSUME RESPONSIBILITY FOR EXACT DETERMINATION.

24) A FLOODPLAIN DEVELOPMENT PERMIT MAY BE REQUIRED FOR LOTS 1, 2, 3 AND 4 PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT. THE NEED FOR A FLOODPLAIN DEVELOPMENT PERMIT WILL BE DETERMINED BY WILLIAMSON COUNTY UPON REVIEW OF THE PROPOSED STRUCTURE LOCATION.

25) THE MINIMUM FINISHED FLOOR ELEVATIONS (FFE) FOR LOTS SHOWN ON THIS PLAT ARE DETERMINED BY A STUDY PREPARED BY RILEY MOUNTAIN ENGINEERING, DATED APRIL 14, 2021.

26) 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.

27) THE 100-YEAR (1% CHANCE) FLOODPLAIN SHOWN HEREON WAS ESTABLISHED BY AN ENGINEERING STUDY COMPLETED BY RILEY MOUNTAIN ENGINEERING, LLC, PROJECT NAME 300 CARMEL CREEKSIDE DRIVE, DATED APRIL 14, 2021.

METES AND BOUNDS LEGAL DESCRIPTION:

BEING A TRACT OR PARCEL OF LAND CONTAINING 5.017 ACRES (218,535 SQ. FT.) SITUATED IN THE WILLIAM DUNN SURVEY, ABSTRACT NO. 196, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THAT SAME TRACT OF LAND DESCRIBED AS 5.028 ACRES CONVEYED TO NORTHWIND HOMES, LLC BY DEED RECORDED IN DOCUMENT NO. 2019047973, WILLIAMSON COUNTY OFFICIAL PUBLIC RECORDS (W.C.O.P.R.), ALSO BEING KNOWN AS LOT 30, CARMEL CREEK ESTATES, AN UNRECORDED SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83. A SCALE FACTOR OF 1.00012491 HAS BEEN APPLIED TO OBTAIN SURFACE DISTANCES.

BEGINNING AT A ½" IRON ROD FOUND IN THE WESTERLY RIGHT-OF-WAY (R.O.W.) LINE OF CARMEL CREEKSIDE DRIVE (56' R.O.W.), BEING THE SOUTHEAST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED AS 4.434 ACRES CONVEYED TO ANTHONY C. MAXEY AND VERONICA L. MAXEY BY DEED RECORDED IN DOCUMENT NO. 9624245, WILLIAMSON COUNTY OFFICIAL RECORDS (W.C.O.R.), AND BEING THE NORTHEAST CORNER OF SAID NORTHWIND HOMES TRACT, FOR THE NORTHEAST CORNER AND POINT OF BEGINNING HEREOF;

THENCE SOUTH 21°24'52" EAST, WITH THE WESTERLY R.O.W. LINE OF SAID CARMEL CREEKSIDE DRIVE, SAME BEING THE EASTERLY LINE OF SAID NORTHWIND HOMES TRACT, AND BEING THE EASTERLY LINE HEREOF, A DISTANCE OF 822.96' TO A CAPPED ½" IRON ROD FOUND AT THE NORTHEAST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED AS 5.009 ACRES CONVEYED TO ALAN AND DIANA JOHNSON BY DEED RECORDED IN VOLUME 1916, PAGE 289, WILLIAMSON COUNTY OFFICIAL RECORDS (W.C.O.R.), ALSO BEING KNOWN AS LOT 29 OF SAID CARMEL CREEK ESTATES, FOR THE SOUTHEAST CORNER OF SAID NORTHWIND HOMES TRACT AND THE SOUTHEAST CORNER HEREOF, FROM WHICH A ½" IRON ROD FOUND IN THE WESTERLY R.O.W. LINE OF CARMEL CREEKSIDE DRIVE, BEING AT THE SOUTHEAST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED AS 3.64 ACRES CONVEYED TO VENESSA RENEE HENSON BY DEED RECORDED IN DOCUMENT NO. 2013019850, W.C.O.P.R., ALSO BEING KNOWN AS LOT 27-B OF SAID CARMEL CREEK ESTATES, BEING THE MOST NORTHERLY CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED AS 5.16 ACRES CONVEYED TO SIDNEY S. SPILLAR BY DEED RECORDED IN VOLUME 2194, PAGE 732, W.C.O.R., BEARS SOUTH 21°23'15" EAST, A DISTANCE OF 1351.83';

THENCE SOUTH 68°32'55" WEST, WITH THE NORTHERLY LINE OF SAID JOHNSON TRACT, SAME BEING THE SOUTHERLY LINE OF SAID NORTHWIND HOMES TRACT AND THE SOUTHERLY LINE HEREOF, A DISTANCE OF 413.94' TO A ½" IRON ROD FOUND IN THE EASTERLY LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED AS 5.00 ACRES CONVEYED TO DAVID W. CROW BY DEED RECORDED IN DOCUMENT NO. 9809953, W.C.O.R., ALSO BEING KNOWN AS LOT 19 OF SAID CARMEL CREEK ESTATES, BEING THE NORTHWEST CORNER OF SAID JOHNSON TRACT, FOR THE SOUTHWEST CORNER OF SAID NORTHWIND HOMES TRACT AND THE SOUTHWEST CORNER HEREOF;

THENCE WITH THE WESTERLY LINE OF SAID NORTHWIND HOMES TRACT, SAME BEING THE WESTERLY LINE HEREOF, THE FOLLOWING CALLS:

* NORTH 01°55'11" WEST, WITH THE EASTERLY LINE OF SAID CROW TRACT, A DISTANCE OF 88.83' TO A ½" IRON ROD FOUND AT AN ANGLE POINT IN THE EASTERLY LINE OF SAID CROW TRACT, FOR AN ANGLE POINT IN THE WESTERLY LINE OF SAID NORTHWIND HOMES TRACT AND AN ANGLE POINT IN THE WESTERLY LINE HEREOF;

* NORTH 28°24'13" EAST, WITH THE EASTERLY LINE OF SAID CROW TRACT A DISTANCE OF 169.25' PASSING A ½" IRON ROD FOUND AT THE SOUTHEAST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED AS 5.00 ACRES CONVEYED TO ROBERT PFERTNER JR. AND JANETTE R. PFERTNER BY DEED RECORDED IN DOCUMENT NO. 2013082688, W.C.O.P.R., ALSO BEING KNOWN AS LOT 18 OF SAID CARMEL CREEK ESTATES, BEING AT THE NORTHEAST CORNER OF SAID CROW TRACT, CONTINUING A DISTANCE OF 63.26' WITH THE EASTERLY LINE OF SAID PFERTNER TRACT, FOR A TOTAL DISTANCE OF 232.51' TO A ½" IRON ROD FOUND AT AN ANGLE POINT IN THE EASTERLY LINE OF SAID PFERTNER TRACT, FOR AN ANGLE POINT IN THE WESTERLY LINE OF SAID NORTHWIND HOMES TRACT AND AN ANGLE POINT IN THE WESTERLY LINE HEREOF;

* NORTH 38°16'02" WEST, CONTINUING WITH THE EASTERLY LINE OF SAID PFERTNER TRACT, A DISTANCE OF 288.55' TO A ½" IRON ROD FOUND AT AN ANGLE POINT IN THE EASTERLY LINE OF SAID PFERTNER TRACT, FOR AN ANGLE POINT IN THE WESTERLY LINE SAID NORTHWIND HOMES TRACT AND AN ANGLE POINT IN THE WESTERLY LINE HEREOF;

* NORTH 14°00'51" WEST, CONTINUING WITH THE EASTERLY LINE OF SAID PFERTNER TRACT, A DISTANCE OF 61.46' TO A ½" IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID PFERTNER TRACT, BEING AT THE SOUTHEAST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED AS 4.16 ACRES CONVEYED TO ROBERT EUGENE FREE AND DIANA LOUISE FREE BY DEED RECORDED IN DOCUMENT NO. 199970471, W.C.O.P.R., ALSO BEING KNOWN AS LOT 17 OF CARMEL CREEK ESTATES, FOR AN ANGLE POINT IN THE WESTERLY LINE SAID NORTHWIND HOMES TRACT AND AN ANGLE POINT IN THE WESTERLY LINE HEREOF;

* NORTH 12°46'16" WEST, WITH THE EASTERLY LINE OF SAID FREE TRACT, A DISTANCE OF 104.23' TO ½" IRON ROD FOUND AT AN ANGLE POINT IN THE EASTERLY LINE OF SAID FREE TRACT, FOR AN ANGLE POINT IN THE WESTERLY LINE OF SAID NORTHWIND HOMES TRACT, AND AN ANGLE POINT IN THE WESTERLY LINE HEREOF;

* NORTH 28°43'20" EAST, CONTINUING WITH THE EASTERLY LINE OF SAID FREE TRACT, A DISTANCE OF 233.00' TO A ½" IRON ROD FOUND AT THE MOST SOUTHERLY CORNER OF SAID MAXEY TRACT, BEING THE NORTHEAST CORNER OF SAID FREE TRACT, FOR THE NORTHWEST CORNER OF SAID NORTHWIND HOMES TRACT AND THE NORTHWEST CORNER HEREOF;

THENCE NORTH 68°36'02" EAST, WITH THE SOUTHERLY LINE OF SAID MAXEY TRACT, SAME BEING THE NORTHERLY LINE OF SAID NORTHWIND HOMES TRACT AND THE NORTHERLY LINE HEREOF, A DISTANCE OF 87.88' TO THE POINT OF BEGINNING AND CONTAINING 5.017 ACRES (218,535 SQ. FT.) AS SURVEYED ON THE GROUND.

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
Williamson County, Texas

Date

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 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 E. Rister, Clerk County Court of Williamson County, Texas

By: _____, Deputy

SHEET 2 OF 2

FILED BY: RF 04/09/2020
DRAWN BY: JC 07/17/2020
CHECKED BY: RW 07/17/2020
JOB NO. 37073

Windrose Services - Austin
4120 Commercial Center Dr.
Suite 300
Austin, Texas 78744
FIRM REGISTRATION NO. 10110400
Telephone: (512) 326-2100
Fax: (512) 326-2770
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Commissioners Court - Regular Session**29.****Meeting Date:** 05/11/2021

WCAD Presentation by Alvin Lankford

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

Information**Agenda Item**

Hear presentation from Alvin Lankford, Chief Appraiser, Williamson Central Appraisal District.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

WCAD 2021 Presentation

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Holladay

Final Approval Date: 05/05/2021

Reviewed By

Andrea Schiele

Date

05/05/2021 04:14 PM

Started On: 05/04/2021 11:03 AM



WILLIAMSON CENTRAL APPRAISAL DISTRICT COMMISSIONERS COURT VALUE OVERVIEW 2021

Alvin Lankford, RPA, CAE, AAS, CCA
WCAD Chief Appraiser
ALVINL@WCAD.ORG



Thank You For the Invitation

- It is very important for our community to understand the function an Appraisal District performs in the Property Tax System.

Alvin Lankford

- I have been with the district for over 21 years
- Appointed as Chief Appraiser in March 2009
- Williamson Central Appraisal District has over 253,000 properties to value each year.
- 1,123 square miles
- Total Market Value of over \$108 Billion



Appraisal District:

- Texas State Law provides for the establishment of appraisal districts within each county. The appraisal district is responsible for appraising property in the district for each taxing unit that imposes ad valorem (property) taxes on property within the district. **The appraisal district is a political subdivision of the State of Texas.**
- ALL appraisals are done at **100%** of **Market Value** as of **January 1** of the tax year
- Values are **audited by the State Comptroller for compliance**
 - *If values fall out of range...local schools can lose state funding*

WHAT'S NEW AT WCAD



WCAD.org Disaster Exemption



Williamson
Central Appraisal District

HOMEPROPERTY SEARCHFORMSORGANIZATION ▾FAQ ▾ONLINE PROTESTS ▾E-SERVICES ▾ARB ▾CONTACT US ▾

Did Your Property Sustain Damage During Winter Storm Uri?

◀ You may qualify for a temporary property tax exemption. ▶
The Deadline To File Is May 28th, 2021

[Click For More Info](#)

Advanced Search has been taken offline for Maintenance

Property Search [Advanced Search](#)

MOST FREQUENTLY REQUESTED FORMS

- [Update Contact Information](#)
- [1-D-1 Online AG Application](#)
- [Business Personal Property Rendition](#)
- [Online Disabled Veteran or Surviving Spouse Exemption Application Form](#)
- [Homestead, Over 65, Disabled Person & 100% Disabled Veteran Exemption Application](#)

[Search](#)

Contact Information

☎ 512-930-3787

✉ 625 FM 1460
Georgetown TX 78626-8050

📍 [625 FM 1460](#)
[Georgetown, Texas 78626](#)

🕒 Monday - Friday
8:00 AM - 5:00 PM

Our Mission

"We will provide quality service with the highest standards of professionalism, integrity, and respect. We will uphold these standards while providing an accurate, fair, and cost-effective appraisal roll in compliance with the laws of the State of Texas."

[Request Electronic Communication](#)

[Residential Homestead Exemption](#)



25.19 – 2021 Notice of Appraised Value

Williamson Central Appraisal District
625 FM 1460
Georgetown, TX 78626-8050
WCAD.org
(512) 930-3787



NOTE: DO NOT PAY FROM THIS NOTICE!
¡AVISO: NO USÉ ESTA NOTIFICACIÓN PARA EL PAGO!
Date: March 31, 2021

Owner Name:
Situs: Legal Description: RIVIERA SPRINGS SEC 2,
LOT 233

Quick Ref ID:

Online Protest Passcode (2021): 200B14FF21



CEDAR PARK TX 78613-4604



THESE ARE YOUR CURRENT EXEMPTIONS:

Code	Exemption Type

Recently applied exemptions may not be reflected, check search.wcad.org

PROTEST FILING DEADLINE: May 17, 2021

Dear Property Owner,

WCAD has appraised the property listed above for the tax year 2021. The appraisal as of January 1, 2021 is outlined below:

Appraisal Information	Last Year - 2020	Proposed - 2021
(+) Structure / Improvement Market Value	204,234	206,044
(+) Non Ag Land Market Value	58,986	63,000
(+) Ag Land Market Value	0	0
(=) Total Market Value	263,220	329,044
Ag Land Productivity Value	0	0
Assessed Value ** (Possible Homestead Limitations, see asterisk below)	263,220	329,044

** A residence homestead is protected from future assessed value increases in excess of 10% per year from the date of the last assessed value plus the value of any new improvements. (The limitation takes effect to a residence homestead on January 1 of the tax year following the first year the owner qualifies the property for the residential homestead exemption. [Sec. 23.23(c) Texas Property Code]).

Homestead Cap Value (Total Market Value – Assessed Value) = 0

Refer to the included sales comparison grid for an illustration and explanation of how your value was determined (on most residential properties).

Recent remarks in the media about Williamson County's record-breaking residential real estate year...

"Georgetown, Williamson County residential real estate continues to boom despite pandemic" - Community Impact, Ali Linan 10/15/2020

"Home sales in the Austin-Round Rock metro jumped 23.8% year over year to 3,397 sales, despite both a global pandemic and the holiday slowdown" - KVVU, Katie Friel 12/16/2020

"The Central Texas housing market is incredibly competitive and moving at lightning speed right now..." said Susan Horton, the president of the Austin Board of Realtors - Austin American Statesman, Shonda Novak 1/21/2021

"Williamson County, which includes cities such as Round Rock and Cedar Park, saw residential sales increase by nearly 20% from November 2019 to November 2020" - Austin Business Journals, Parimal M Rohit 12/17/2020

NOTICEUNSCHEDULED WALK-IN PROTEST PERIOD will **NOT** be available due to ongoing health concerns***

If you disagree with the proposed value or any other action the appraisal district may have taken on your property, please visit www.wcad.org/covid-19-update by May 17, 2021 for all information regarding how property valuation reviews will be taking place this year. You have the right to file a protest by MAY 17 and receive a formal hearing if you are unable to resolve any concerns you may have regarding the property with the appraisal district. All information and updates will be provided through the website indicated previously.

SCHEDULED PROTEST FILING PROCEDURES

- Online:**
- Online protest may qualify for early hearing scheduling.
 - Access the www.wcad.org website prior to the indicated Protest Filing Deadline, using your Quick Ref ID & Online Protest Passcode select the **ONLINE PROTESTS** tab near the top of the page (further instruction included on our website).
 - * If you are unable to resolve your protest online, the ARB will mail you notification at least 15 days prior of the date, time, and place of your formal hearing, and how it may take place as a result of ongoing public health events.

- By Mail:**
- Due to ongoing public health events, the online protest option is highly encouraged.
 - Complete and sign the Notice of Protest form included with this letter, or Protest by letter: include your name, property description, and reason for protesting.
 - Mail to the WCAD office on/before the indicated Protest Filing Deadline.
 - *The ARB will mail you notification at least 15 days prior of the date, time, and place of your formal hearing.
- In Person:**
- Due to ongoing public health events, the online protest option is highly encouraged.
 - Complete and sign the Notice of Protest form included with this letter and file with WCAD staff by the indicated Protest Filing Deadline. This option may not be available on the May 17 deadline. Refer to www.wcad.org/covid-19-update for the latest information regarding this option.
 - * The ARB will mail you notification at least 15 days prior of the date, time, and place of your formal hearing.

*Protest hearings scheduled online will only receive confirmation / notification by email.

The carrying of a handgun at any meeting of a Governmental Entity is prohibited by Texas law, regardless of whether the handgun is concealed or not. Penal Code 46.035 (c)

Your protest must be filed online, postmarked or hand-delivered to our office by 5pm on the indicated Protest Filing Deadline: May 17, 2021. The ARB hearings are held at the WCAD office. Hearings will begin on April 6.

"The Texas Legislature does not set the amount of your local taxes. Your property tax burden is decided by your locally-elected officials, and all inquiries concerning your taxes should be directed to those officials"

Last Year's Taxable Value	Taxing Unit Name	This Year's Assessed Value	This Year's Exemption Amount	This Year's Taxable Value	Last Year's Tax Rate	Estimated Tax
Taxable Values and exemption amounts can be viewed on grid below; the Assessed Values are located on front page grid. Tax Rate and Estimated Tax have been removed in favor of a more accurate estimate at the website URL below per Senate Bill 2. See website URL below in August for the estimate. http://williamsonpropertytaxes.org						

The Williamson Central Appraisal District does not set tax rates or collect the taxes on your property. The governing body of each taxing unit decides whether or not taxes on the property will increase. The appraisal district only determines the value of the property.

If you receive the over-65 (11.13c) or disability homestead exemption, your school taxes for this year will not be higher than they were for the year in which you first received the exemption, unless you have made improvements to the property. If you improved your property by remodeling or adding on, your school taxes may increase for new improvements. If you are the surviving spouse of a person who was 65 or older, or disabled at death, and you were 55 or older at the time of their death, you may retain the school tax freeze amount.

The difference between the 2016 appraised value and the proposed 2021 appraised value is 58.45%
(N/A means property characteristics have changed within those 5 years)

Taxing Unit	Last Year's			Current Year's			Exemption Amount Cancelled or Reduced from Last Year
	Exemption Type	Exemption Amount	Taxable Value	Exemption Type	Exemption Amount	Taxable Value	
City of Cedar Park	HS	5,000	258,220		0	329,044	5,000
Williamson CO		0	263,220		0	329,044	0
Aus Comm Coll	HS	5,000	258,220		0	329,044	5,000
Wmsn CO FM/RD	HS	3,000	260,220		0	329,044	3,000
Round Rock ISD	HS	25,000	238,220		0	329,044	25,000
Upper Brushy Creek WCID	HS	5,000	258,220		0	329,044	5,000

You or your property (including inherited property) may qualify for one or more of these residence homestead exemptions.

Partial Exemptions	Total Exemptions
<ul style="list-style-type: none"> - Residence homestead - Disabled veteran or surviving spouse/child - Person age 65 or older or surviving spouse - Persons disabled or surviving spouse 	<ul style="list-style-type: none"> - 100% disabled veteran or surviving spouse - Surviving spouse of armed services member killed in action - Surviving spouse of a first responder killed or fatally injured in the line of duty

Visit <https://support.wcad.org/portal/kb/articles/homestead-exemption-requirements> for more information and qualifications.

Sincerely,

Alvin Lankford Alvin Lankford / Chief Appraiser

Please visit our website www.wcad.org for additional information and instructional videos.

Comparable Sales Report

Tax Year: 2021

Appraisal

For Property: R-16-5080-0000-0233 Comp Sheet Format: Res Comp Sales Notice Grid Market Area: WEST ROUND ROCK MRA

	Subject	Comp1	Comp2	Comp3	Comp4	Comp5
Quick Ref ID	R071031	R071025	R071087	R071189	R071193	R071077
Photo						
Situs Address	2406 RIVIERA DR W	2503 CELIA DR S	2400 MONTE CARLO DR	2401 ORLEANS DR	2409 ORLEANS DR	2403 DIJON DR
Comparability Index		7	15	28	36	40
Neighborhood Code	R298475H	R298475H	R298475H	R298475H	R298475H	R298475H
Acres	0.000	0.000	0.000	0.000	0.000	0.000
Eff Year Built / Class	1997 / R2	1987 / R2	1986 / R2	2003 / R2	1982 / R2	1982 / R2
Actual Year Built	1997	1976	1976	1973	1976	1976
Living Area SF	1,724	1,691	1,791	1,861	1,896	1,915
Garage / Porch SF	420 / 90	420 / 346	441 / 72	441 / 417	462 / 120	525 / 0
Deck / Patio SF	0/72	0/0	0/0	120/144	0/0	412/0
Pool SF						
Fireplace	1	1	1	1	1	1
Land Value	\$63,000	\$63,000	\$63,000	\$63,000	\$63,000	\$63,000
Land Table	R298A	R298A	R298A	R298A	R298A	R298A
NBHD Location Factor	1.34	1.34	1.34	1.34	1.34	1.34
Sale Date		11/24/2020	7/10/2020	8/26/2020	4/15/2020	2/21/2020
Sale Price		\$XXX,XXX	\$XXX,XXX	\$XXX,XXX	\$XXX,XXX	\$XXX,XXX
Adjustments						
Time Adjustment		\$4,273	\$13,578	\$11,757	\$21,560	\$26,616
Location Adj		\$0	\$0	\$0	\$0	\$0
Land Value Adj		\$0	\$0	\$0	\$0	\$0
Size / Class Adj		\$2,084	\$-4,231	\$-8,651	\$-10,861	\$-12,060
Depreciation Adj		\$5,840	\$7,720	\$-2,854	\$11,799	\$12,068
Garage Adj		\$0	\$-330	\$-330	\$-660	\$-1,651
Open Porch Adj		\$-5,315	\$374	\$-6,789	\$-623	\$1,868
Deck Adj		\$0	\$0	\$-3,609	\$0	\$-12,391
Patio Adj		\$2,468	\$2,468	\$-2,468	\$2,468	\$2,468
Pool Adj		\$0	\$0	\$0	\$0	\$0
Fireplace Adj		\$0	\$0	\$0	\$0	\$0
MISC. NonMA Adj		\$-3,299	\$0	\$-10,000	\$0	\$-1,920
Adjusted Sale Price		\$351,051	\$318,579	\$329,056	\$308,684	\$329,998
Indicated Value	\$329,044					

The comparable sales report provided may be used as WCAD evidence during a value protest.

HOW TO READ A MARKET GRID

This year, your notice value was determined using a direct comparison of your property to recent sales of other, nearby properties. The “Comparable Sales Report” on the opposite side of this page shows the analysis that was used by WCAD to calculate your notice value. This report is also called a “market grid”. Your property is labeled as the “Subject” property and the properties that were sold are shown as “Comparable” properties. Below the address for each property is a list of property attributes. When the subject is not identical to the comparable property, value adjustments are made to the sales for their differences. If the comparable is superior to the subject in an attribute, the adjustment is downward. Conversely, if the comparable property is inferior, the adjustment is upward. Chapter 552 of the Texas Government Code restricts the disclosure of sales prices on the included report, however the information included conforms with Tax Code requirements. Adjustments are described below:

Time/Adj	Change in the market value of a comparable property between the date of sale and January 1, 2021
Location Adj	Market Value difference in the specific location of the comparable and subject
Land Value Adj	Difference in the land market value between comparable and subject
Size / Class Adj	Market Value adjustment based on difference in size and quality of construction
Depreciation Adj	Market Value adjustment due to difference in condition of subject and comparable as represented by effective age
Garage Adj	Market Value difference between comparable and subject attributable to a garage
Open Porch Adj	Market Value difference between comparable and subject attributable to any porches
Deck Adj	Market Value difference between comparable and subject attributable to a deck
Patio Adj	Market Value difference between comparable and subject attributable to a patio
Pool Adj	Market Value difference between comparable and subject attributable to a pool
Fireplace Adj	Market Value difference between comparable and subject attributable to a fireplace
MISC. nonMa Adj	Market Value difference between comparable and subject for all other improvements

After adjustments have been added or subtracted to a comparable property’s sale, the result is an indication of what the subject may have sold for on 01/01/2021. This value is shown as “Adj Sale Price MASP” on the grid. Depending on sales activity in your market area, there may be a range of indicated values from the comparable sales. A final value is calculated considering all sales on the grid and values derived using the market value for the subject property’s components. This value is shown as “Indicated Value” on the grid and is the WCAD opinion of market value as of 01/01/2021 for the subject property.

MARKET DASHBOARD

For Residential Properties

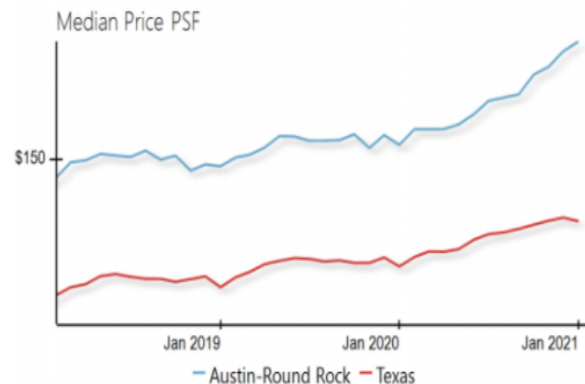


Property Owner Dashboard

Accessed through
Property Search



The median price of single-family homes in Williamson County rose 21.16% YoY from \$305,375 to \$370,000, while the median price per square foot also rose from \$154.17 to \$183.61.



Source: Data used in this graph comes from the [Texas REALTOR Data Relevance Project](#)

Your 2021 Neighborhood and Market Data

QuickRefID: R476993
Property Address: 209 GREEN SLOPE LN, GEORGETOWN, TX 78626
Market Value: \$265,042

2021 Neighborhood Information for G558213F PINNACLE - DR HORTON

Number of Houses: 300
Median Year Built: 2014
Median Sq Ft: 1
Sq Ft Range: 1151 - 2636
Median Value: \$0

2021 Market Information:

G558213F PINNACLE - DR HORTON (G558213F)

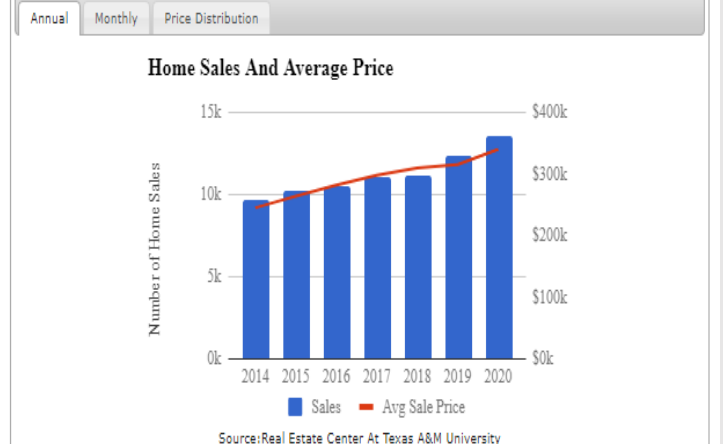
Number of New Improvements: 0
Number of Sales: 28
Median Sales Price: \$248,513
Median Sq Foot of Sales: 1
Sale Sq Ft Range: 1398 - 2382

View our [interactive market map](#) to explore your neighborhood and gain more insight into real estate activity in your area.

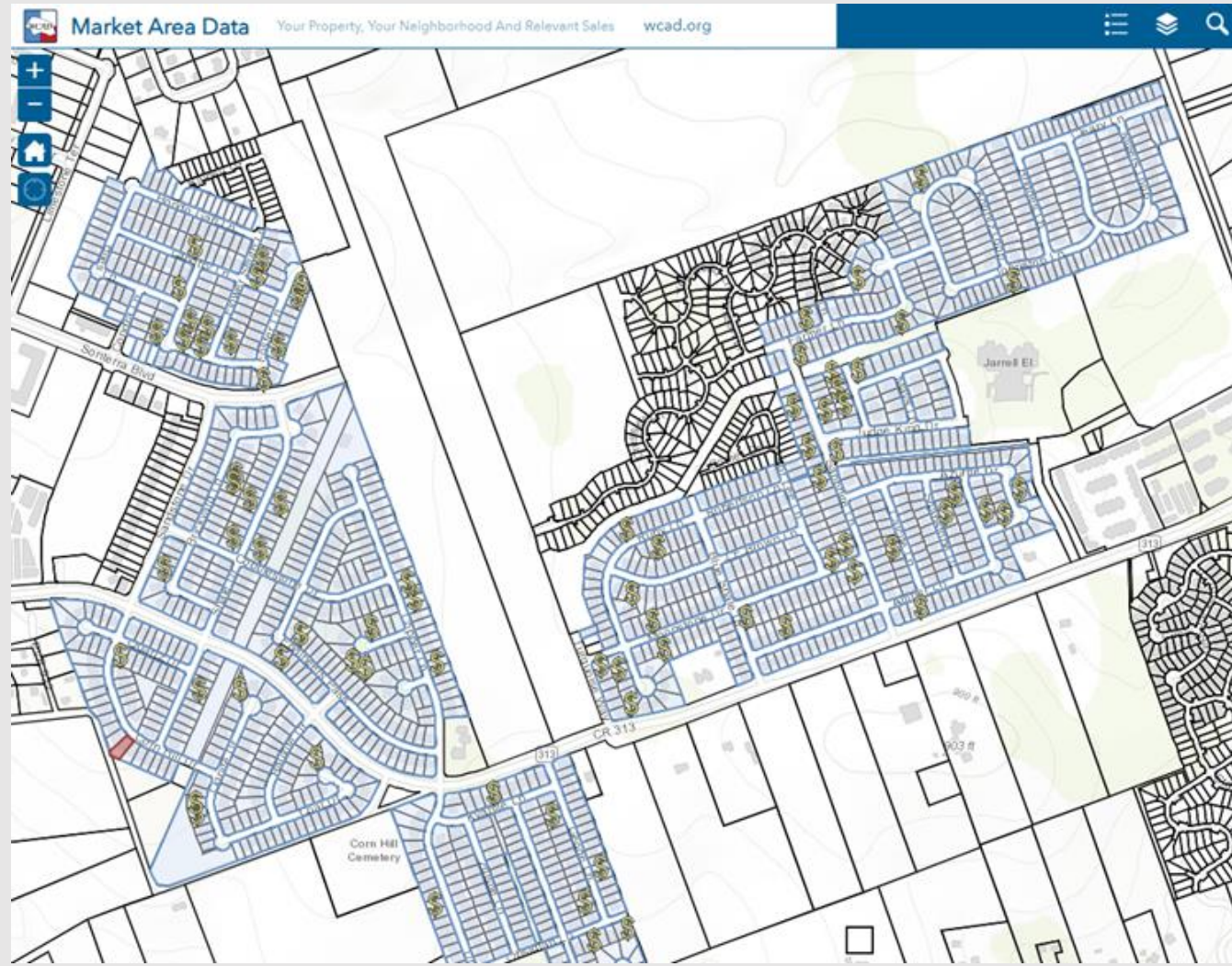
[View 2021 Market Map](#)

Economic outlook, job opportunities, and location are contributing factors to the growth Central Texas has experienced for many years. Growth and development in Williamson county has supported a vibrant real estate market that is illustrated by increasing sales volume and prices.

Residential real estate sale information for Williamson County



Property Owner Dashboard



HOW WE ARE GRADED



MAP

METHODS AND ASSISTANCE PROGRAM 2019 REPORT

Williamson Central Appraisal District



Glenn Hegar Texas Comptroller of Public Accounts

Glenn Hegar Texas Comptroller of Public Accounts 2018-19 Final Methods and Assistance Program Review Williamson Central Appraisal District

This review is conducted in accordance with Tax Code Section 5.102(a) and related Comptroller Rule 9.301. The Comptroller is required by statute to review appraisal district governance, taxpayer assistance, operating procedures and appraisal standards.

Mandatory Requirements	PASS/FAIL
Does the appraisal district have up-to-date appraisal maps?	PASS
Is the implementation of the appraisal district's most recent reappraisal plan current?	PASS
Are the appraisal district's appraisal records up-to-date and is the appraisal district following established procedures and practices in the valuation of property?	PASS
Are values reproducible using the appraisal district's written procedures and appraisal records?	PASS

Appraisal District Activities	RATING
Governance	Meets All
Taxpayer Assistance	Meets All
Operating Procedures	Meets All
Appraisal Standards, Procedures and Methodology	Meets All

Appraisal District Ratings:

Meets All – The total point score is 100

Meets – The total point score ranges from 90 to less than 100

Needs Some Improvement – The total point score ranges from 85 to less than 90

Needs Significant Improvement – The total point score ranges from 75 to less than 85

Unsatisfactory – The total point score is less than 75

Review Areas	Total Questions in Review Area (excluding N/A Questions)	Total "Yes" Points	Total Score (Total "Yes" Questions/Total Questions) x 100
Governance	15	15	100
Taxpayer Assistance	11	11	100
Operating Procedures	22	22	100
Appraisal Standards, Procedures and Methodology	31	31	100

Property Value Study (PVS 2020)

2020 PROPERTY VALUE STUDY

CAD Summary Worksheet

246-Williamson

Category	Number of Ratios **	2020 CAD Rept Appraised Value	Median Level of Appr	Coefficient of Dispersion	% Ratios w/in (+/-) 10 % of Median	% Ratios w/in (+/-) 25 % of Median	Price - Related Differential
A. SINGLE-FAMILY RESIDENCES	2,304	51,073,080,786	0.96	6.95	81.68	92.20	1.01
B. MULTI-FAMILY RESIDENCES	72	6,181,280,036	*	*	*	*	*
C1. VACANT LOTS	37	949,586,625	*	*	*	*	*
C2. COLONIA LOTS	0	0	*	*	*	*	*
D2. FARM/RANCH IMP	0	4,750	*	*	*	*	*
E. RURAL-NON-QUAL	165	1,985,153,940	0.95	17.17	41.12	71.23	1.02
F1. COMMERCIAL REAL	273	11,935,554,486	0.97	8.50	76.92	89.94	0.99
F2. INDUSTRIAL REAL	0	468,520,354	*	*	*	*	*
G. OIL, GAS, MINERALS	0	27,422,803	*	*	*	*	*
J. UTILITIES	18	694,788,824	0.99	7.52	81.17	96.67	1.06
L1. COMMERCIAL PERSONAL	130	2,278,580,670	*	*	*	*	*
L2. INDUSTRIAL PERSONAL	0	982,111,723	*	*	*	*	*
M. OTHER PERSONAL	0	38,987,159	*	*	*	*	*
O. RESIDENTIAL INVENTORY	0	1,642,917,994	*	*	*	*	*
S. SPECIAL INVENTORY	0	183,352,524	*	*	*	*	*
OVERALL	2,999	78,441,342,674	0.96	7.98	77.89	90.79	1.00

* Not Calculated - Need a minimum of 5 ratios from either(A) categories representing at least 25 % of total CAD category value or(B) 5 ISDs or half the ISDs in the CAD, whichever is less

**Statistical measures may not be reliable when the sample is small

WHAT OTHERS ARE SAYING ABOUT THE MARKET



Austin Business Journal and Austin American-Statesman

- ❖ **"This is a historical and unprecedented time for our housing market"** – Susan Horton, the new President of the ABOR, said in a written statement – Austin American-Statesman, Shonda Novak, Jan 21, 2021
- ❖ **"New home construction, sales break records in Austin area"** – Austin Business Journal, Parimal M. Rohit and Will Anderson, Jan 27, 2021
- ❖ **"Housing sales and starts are stronger this year than last year in many Williamson County cities. They literally can't be built fast enough"** – Austin Business Journal, Colin Pope, Dec 10, 2020
- ❖ **"Austin's housing market activity is stronger than it's been in several years"** – ABOR President Romeo Manzanilla said in a statement, Austin Business Journal, Parimal M. Rohit, Dec 17, 2020

DECEMBER 2020 STATISTICS

These statistics are for single-family homes, condos, and townhomes, compared year-over-year.
Visit [ABOR.com/MarketStatistics](https://www.abor.com/MarketStatistics) for additional housing market data.

AUSTIN-ROUND ROCK MSA

Closed Sales



3,626 ↑ 16%

Average Days on Market

36
DAYS



↓ **25**
DAYS

2,421

New Listings ↑ 23%

1,954

Active Listings ↓ 63%

3,114

Pending Sales ↑ 40%



Total Sales Dollar Volume

\$1.78
BILLION ↑ 41%



Months of Inventory

0.6 MONTHS ↓ 1.1 MONTHS

Texas A&M Real Estate Center

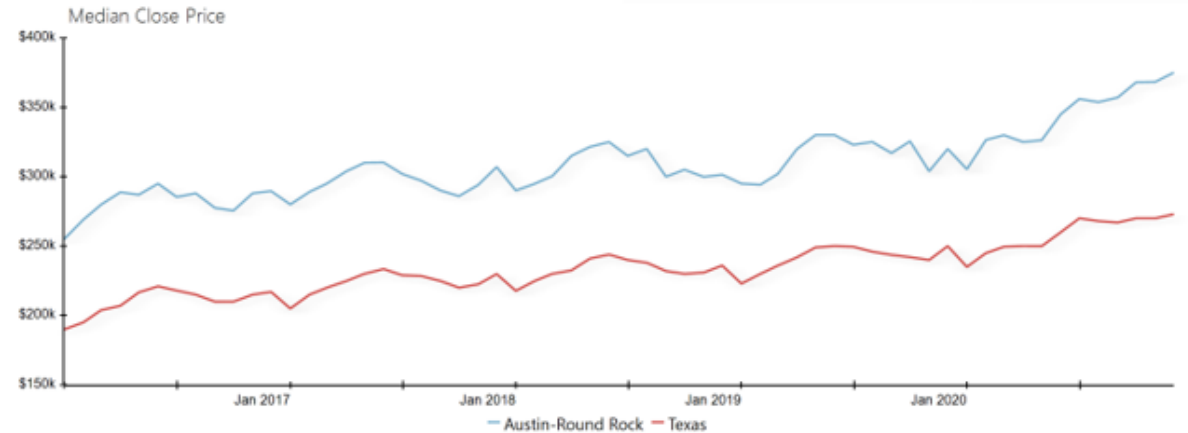
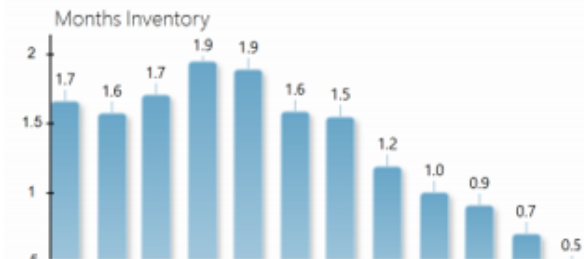
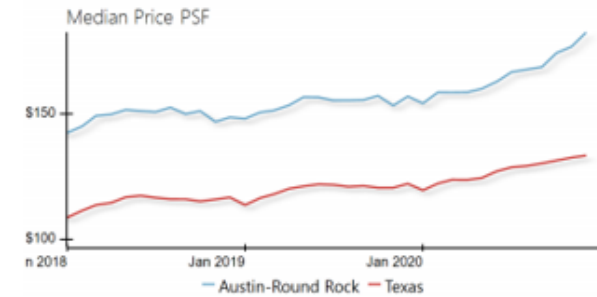
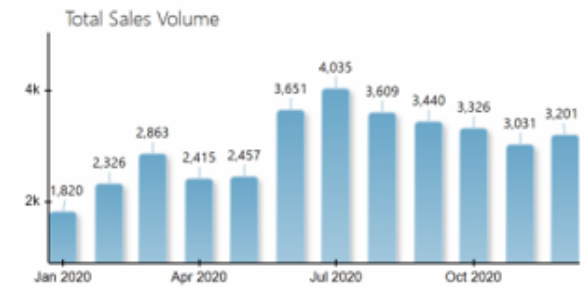
Single-Family Homes

Sales volume for single-family homes increased 13.75% YoY from 2,814 to 3,201 transactions. Dollar volume rose from \$1.14 billion to \$1.6 billion.

The average sales price rose 22.98% YoY from \$406,838 to \$500,321, while the average price per square foot subsequently rose from \$184.17 to \$217.64. Median price rose 17.19% YoY from \$319,900 to \$375,000, while the median price per square foot also rose from \$156.95 to \$182.49.

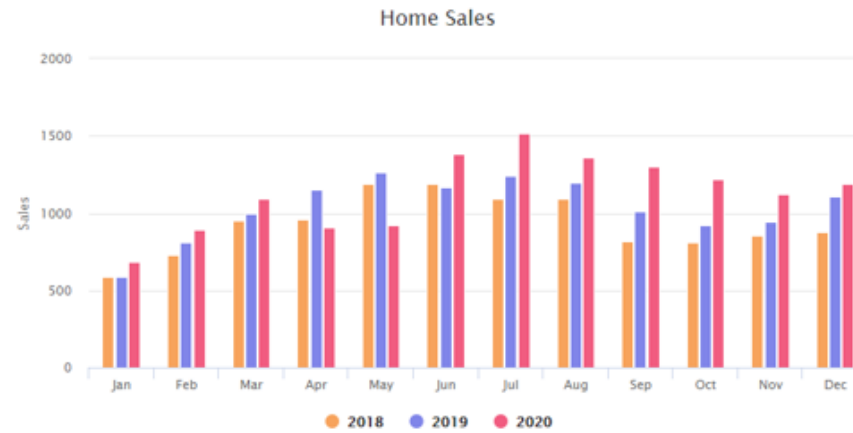
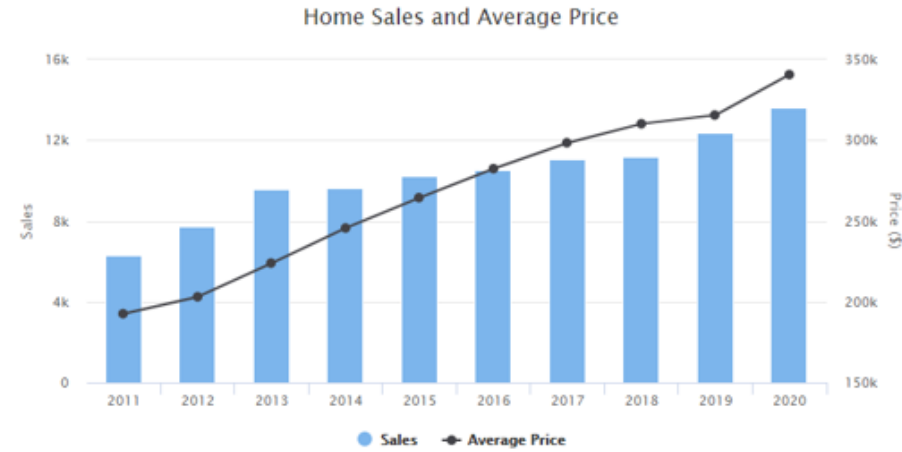
Months inventory for single-family homes declined from 1.7 to 0.5 months supply and days to sell declined from 98 to 78.

	Dec-20	YoY %
Sales	3,201	13.75%
Dollar Volume	\$1,601,527,940	39.89%
Median Close Price	\$375,000	17.19%
New Listings	2,066	16.39%
Active Listings	1,385	-71.09%
Months Inventory	.5	-73.27%
Days to Sell	78	-20.41%
Average Price PSF	\$217.64	18.17%
Median Price PSF	\$182.49	16.27%
Median Square Feet	2,069	1.27%
Close to Original List Price	100.55%	4.28%



Texas A&M Real Estate Center

Williamson County Specific



COVID-19 CORONAVIRUS – WCAD RESPONSE



Safety protocols to remain in place due to statutorily mandated deadlines

- Safety protocols in place including
 - Masks will be mandatory to see an appraiser
 - If property owner refuses, they must proceed directly to ARB where we can safely social-distance
- Offering virtual hearings once again
 - There will be a limited number of hearings, but property owners can schedule themselves for these
 - In person hearings will be our primary focus
 - Waiting in the car (limited lobby capacity)
 - Runner to call property owner in and take them to cubicle to allow Appraiser to sanitize area
- Day porter for cleaning common surfaces
- Plexiglass to remain in place



SB2 -TAX RATE WEBSITE

<http://Williamsonpropertytaxes.org>

Williamsonpropertytaxes.org



Breakdown of your Local Property Taxes

[Search](#)

	Quick Ref ID	Owner Name	Doing Business As	Property Address	Market Value
View	R464962	MCDADE, BRIAN KELLY, II		621 HOLBROOKE ST, HUTTO, TX 78634	\$222,975
View	R429865	MCDADE, BRITTNEY L		526 W METCALFE ST, HUTTO, TX 78634	\$221,263
View	R476993	MCDADE, KYLE CLAYTON & STACIE ANNE		209 GREEN SLOPE LN, GEORGETOWN, TX 78626	\$225,699
View	R480779	MCDADE, RYAN & KRYSTLE		314 LIDELL ST, HUTTO, TX 78634	\$224,997

Items per page: [20](#)

1 - 4 of 4



Taxes

Two major components of your property tax calculation are Exemptions and Tax Rates which are both determined by your Taxing Units (School District, County, City, etc.). **These are NOT determined by the Appraisal District or Tax Office.**



Good News

The Texas Legislature allows you, the taxpayer, to attend the public hearings and meetings in which the Tax Rates are proposed and adopted by each Taxing Unit. **You DO have a voice!**



Note

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

[Click Here to Sign In](#)


MCDADE, KYLE CLAYTON & STACIE ANNE
209 GREEN SLOPE LN, GEORGETOWN, TX 78626

Quick Ref ID: R476993
Owner ID: O0480880
Geo ID: R-20-9165-000A-0026

Taxes


Two major components of your property tax calculation are Exemptions and Tax Rates which are both determined by your Taxing Units (School District, County, City, etc.). **These are NOT determined by the Appraisal District or Tax Office.**

Taxing Unit	Last Year's Taxes (2018)	No New Revenue Taxes (2019)	Voter-Approval Taxes (2019)	Proposed Taxes (2019)	Adopted Taxes (2019)	Difference Between No New Revenue and Proposed (2019)
+ Williamson CAD	N/A	N/A	N/A	N/A	N/A	N/A
+ City of Georgetown	\$925.72 0.420000	\$912.06 0.413261	\$926.94 0.420000	\$926.94 0.420000	\$926.94 0.420000	\$14.87 0.006739
+ Georgetown Independent School District	\$2,823.78 1.409000	\$2,726.09 1.358300	\$2,687.36 1.339000	\$2,687.36 1.339000	\$2,687.36 1.339000	-\$38.73 -0.019300
+ Williamson County	\$944.53 0.419029	\$915.93 0.405821	\$945.04 0.418719	\$1,052.95 0.466529	\$945.04 0.418719	\$137.02 0.060708
+ Williamson County FM/RD	\$88.96 0.040000	\$86.09 0.038656	\$89.08 0.040000	\$89.08 0.040000	\$89.08 0.040000	\$2.99 0.001344
Total	\$4,783.00	\$4,640.18	\$4,648.42	\$4,756.33	\$4,648.42	\$116.15




NO NEW REVENUE RATE

A calculated rate that would provide the taxing unit with approximately the same amount of revenue it received in the previous year on properties taxed in both years. This rate calculation does not include the impact of additional tax revenue resulting from new construction.




VOTER-APPROVAL RATE

Tax rate level that allows the taxing jurisdiction to collect more taxes, not including debt repayment, than the previous year. This is the maximum tax increase allowed by law without triggering an election to "rollback" the taxes.



PROPOSED RATE

This is the tax rate that is proposed by the taxing unit.

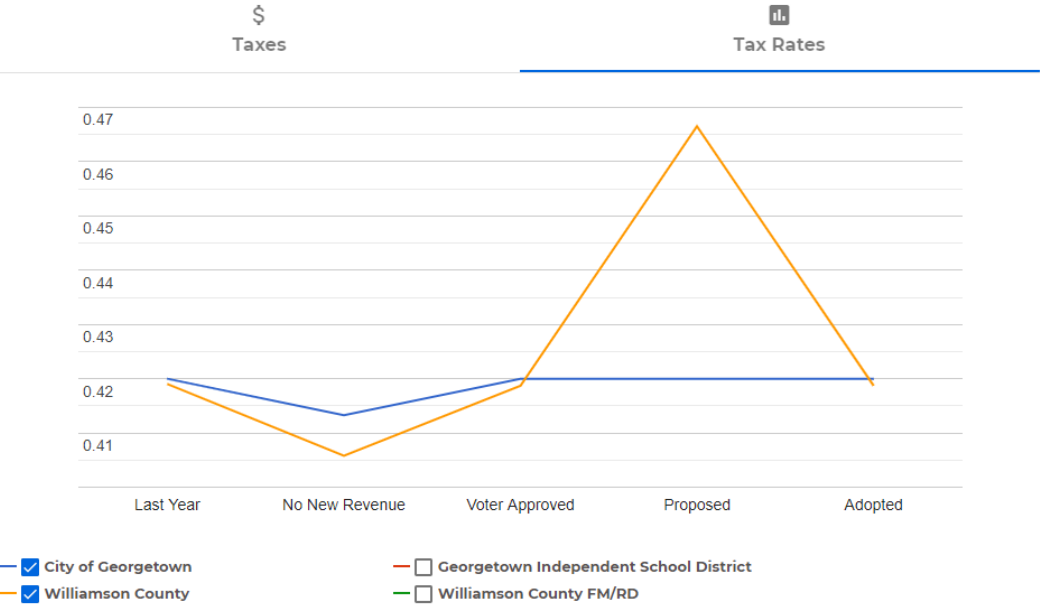


ADOPTED RATE

This is the tax rate that was adopted by the taxing unit for the specified tax year.

Tax Calculation:

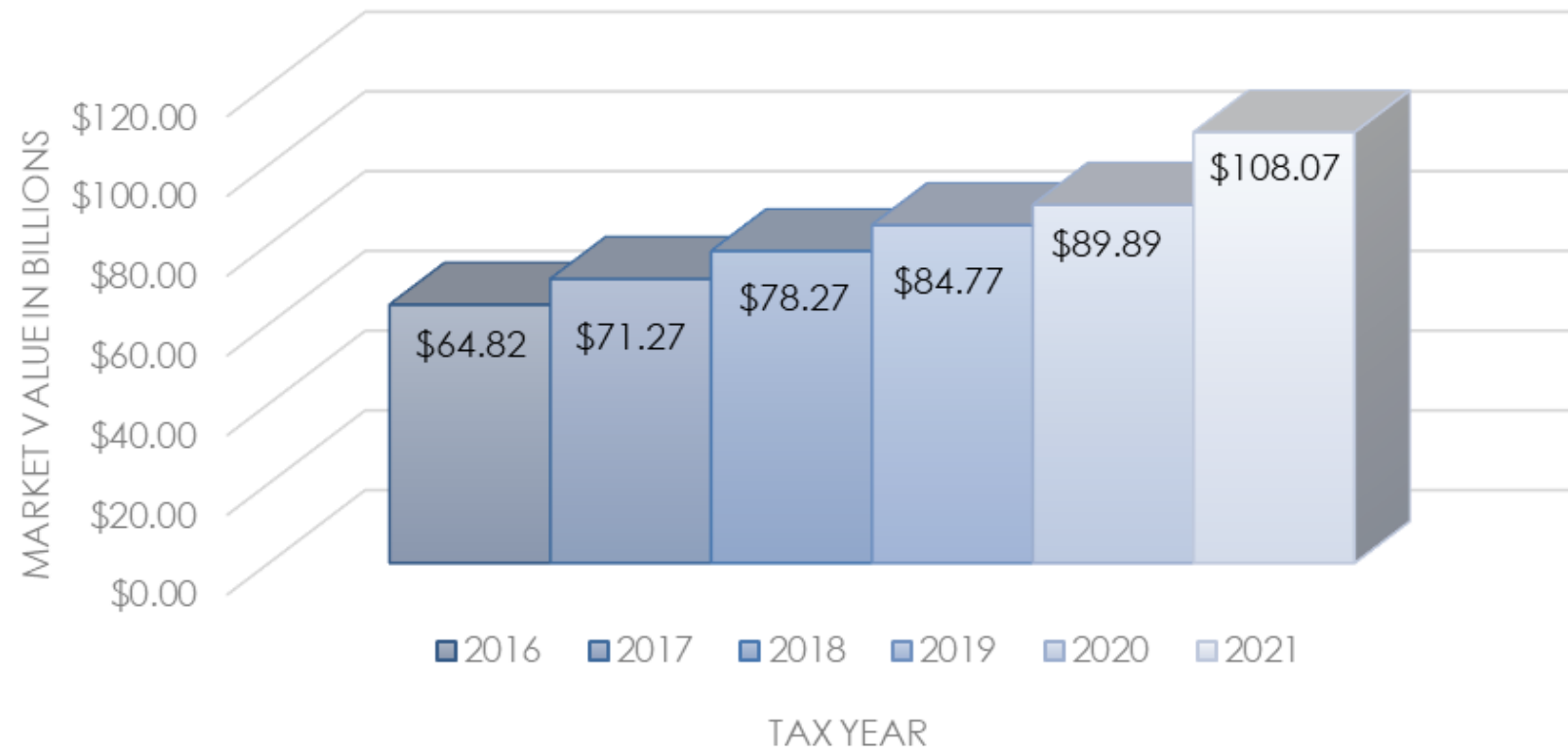
Taxes Due = (Taxable Value * Tax Rate) / 100 Taxable Value = Assessed Value – Exemptions
Exemptions might include Homestead, Over65, Disabled Person, Disabled Veteran, etc.



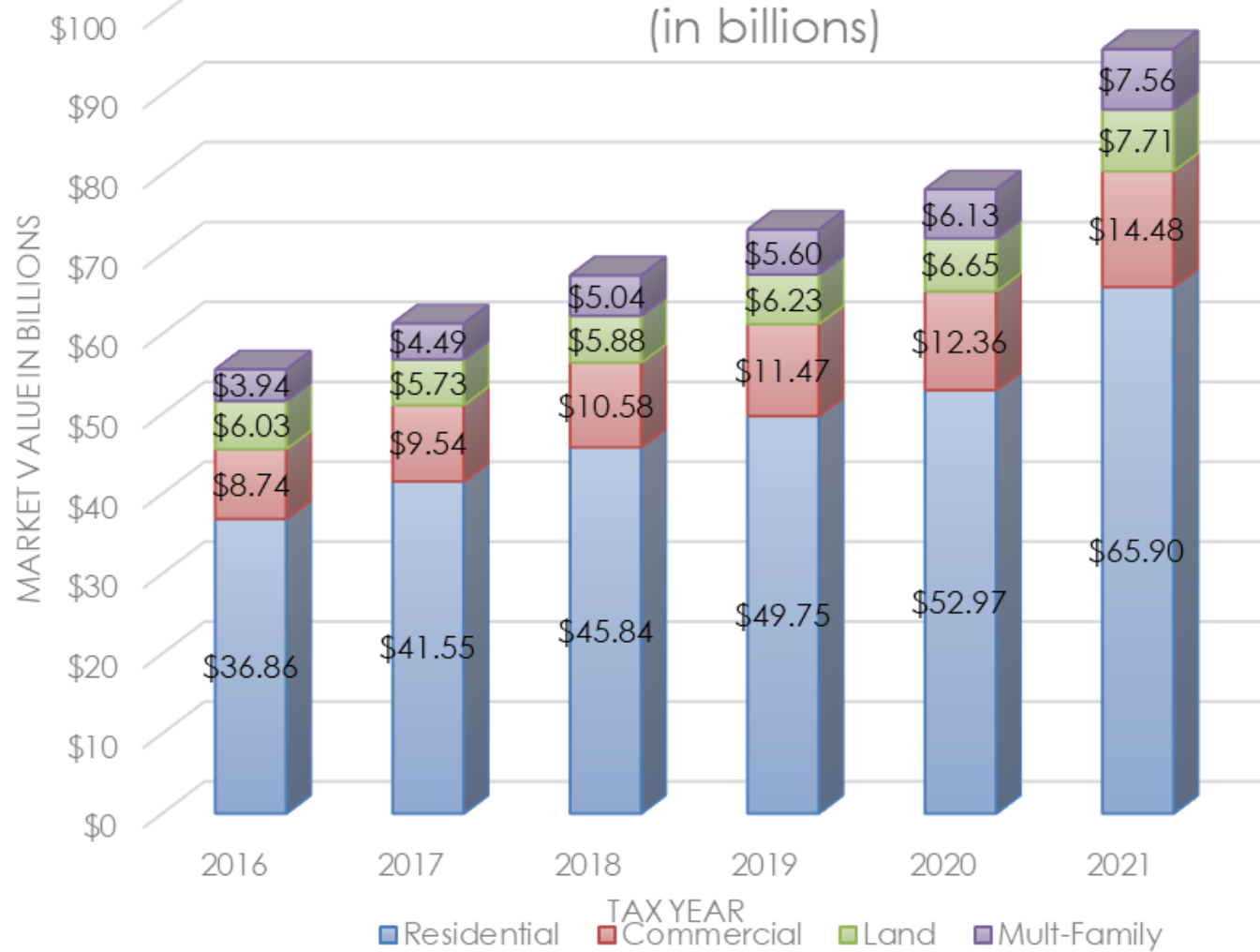
WCAD APPRAISAL DATA 2021



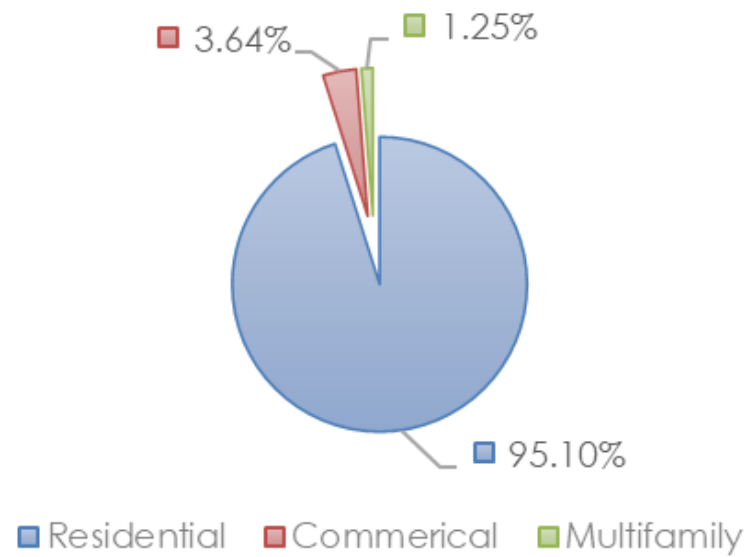
Williamson County Total Market Value (in billions)



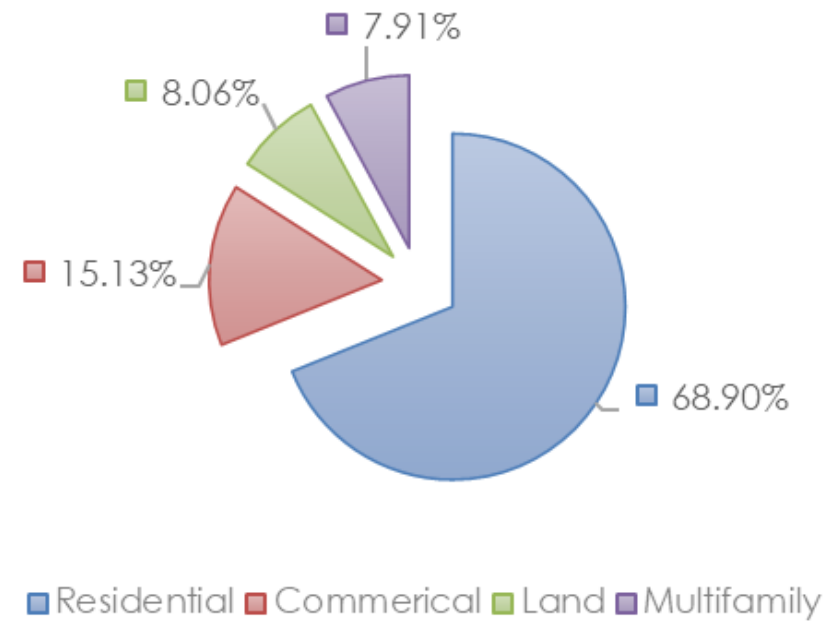
Williamson County Total Market Value Real Parcels (in billions)



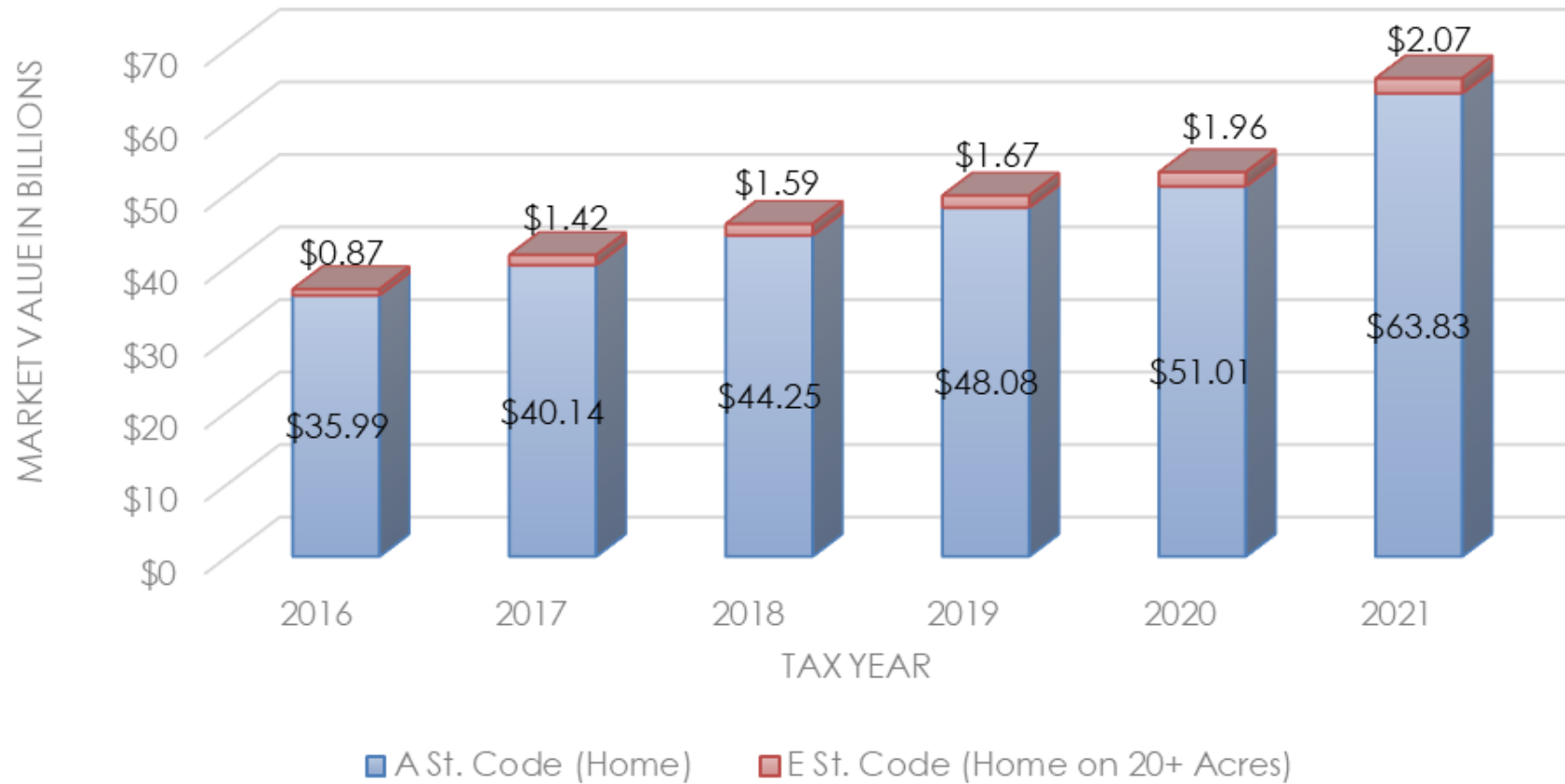
By Improved Parcel Count



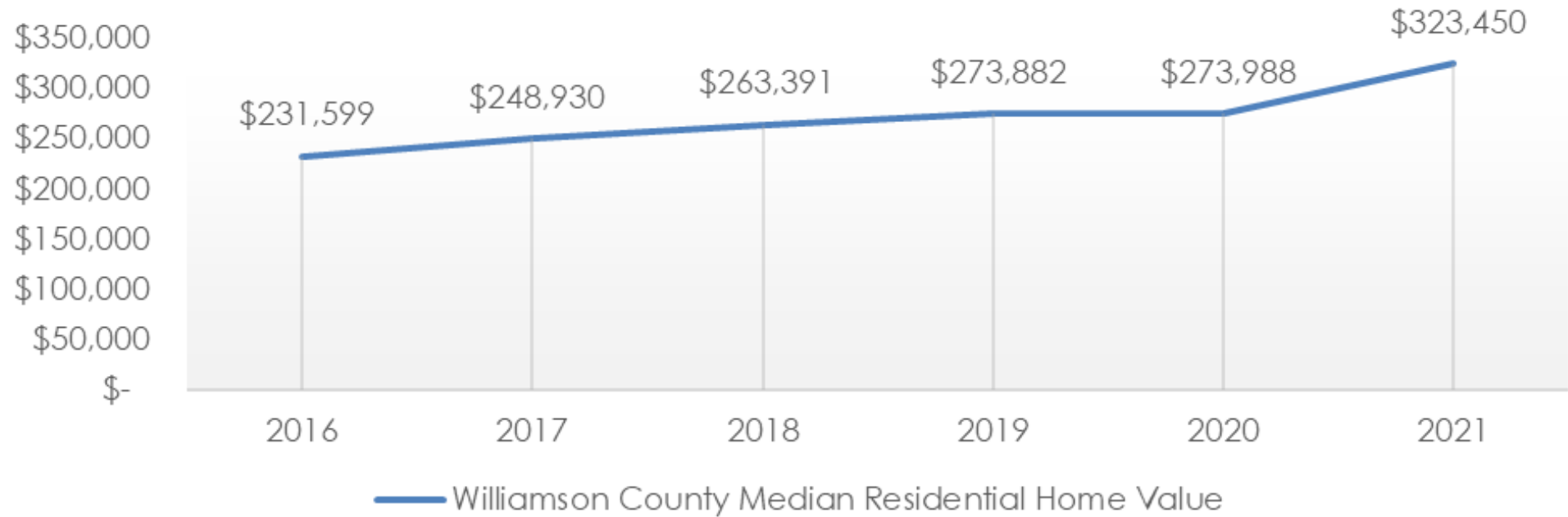
By Value

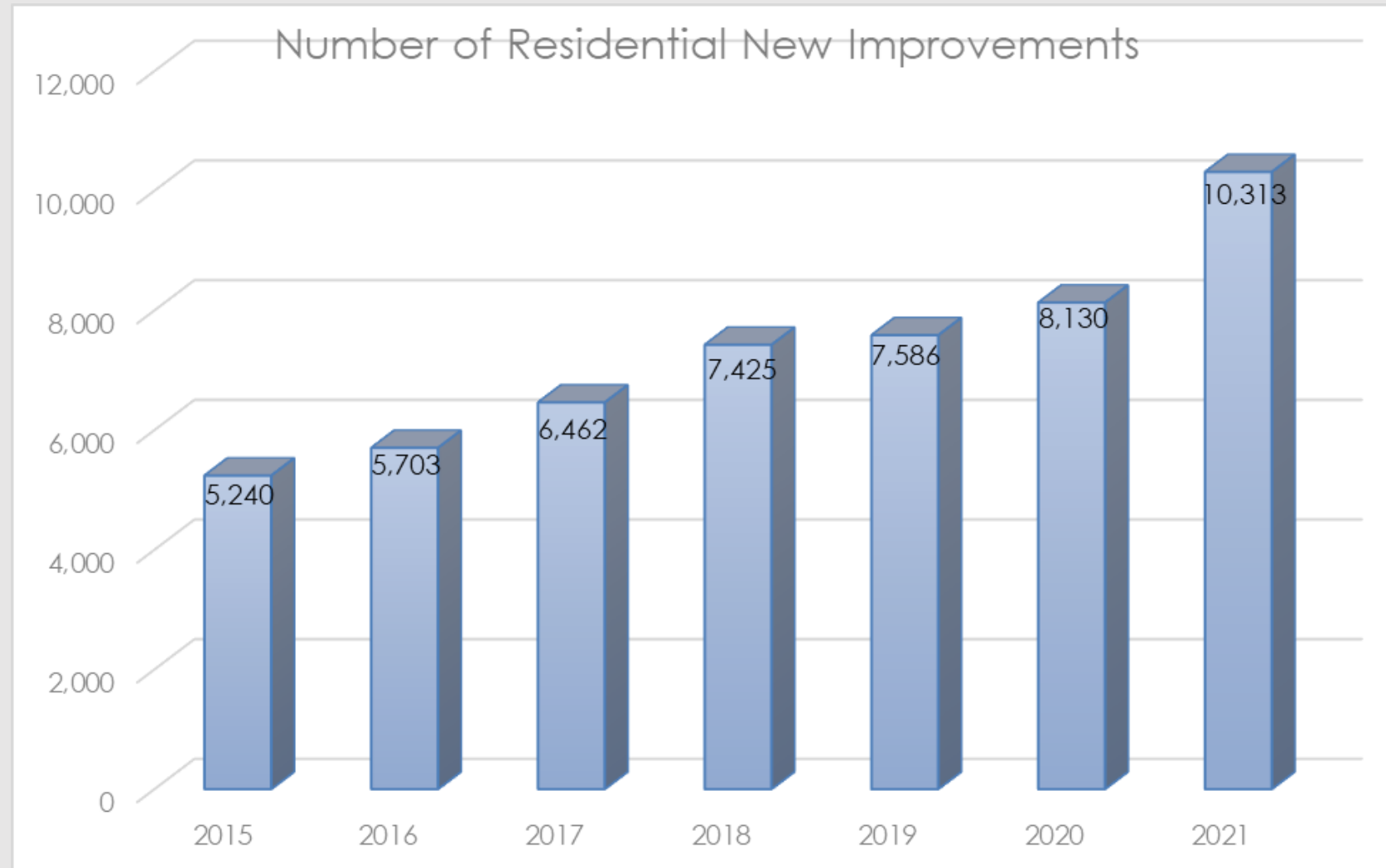


Williamson County Residential Value (in billions)

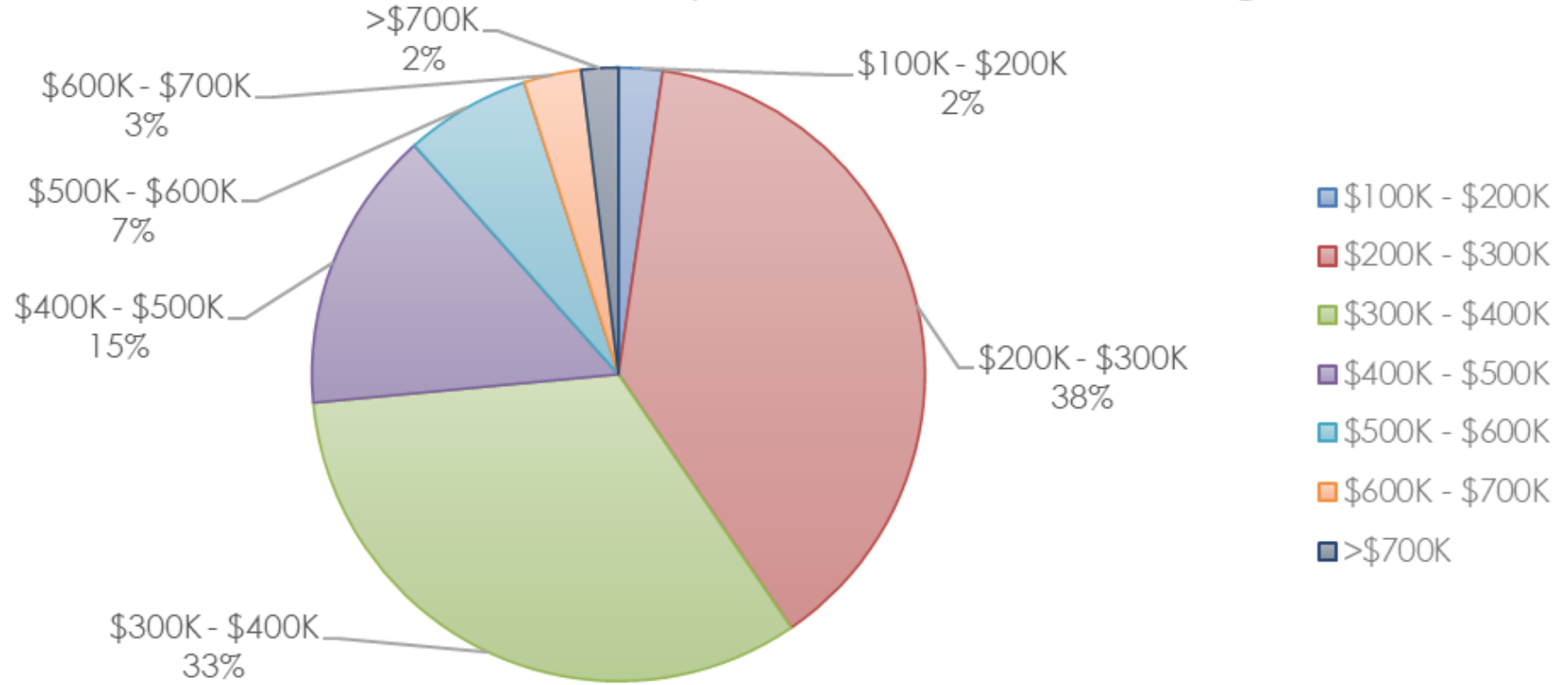


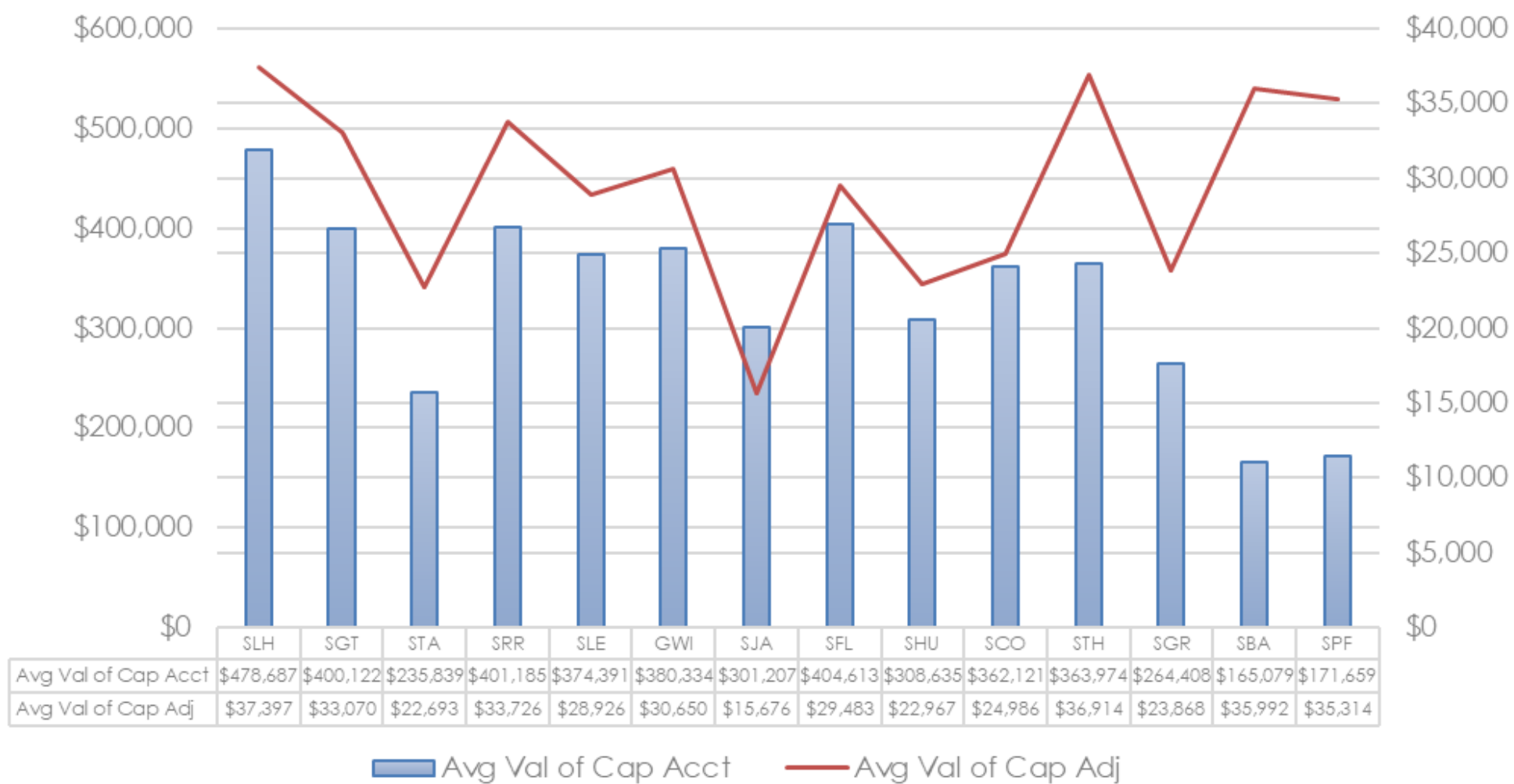
Median Values



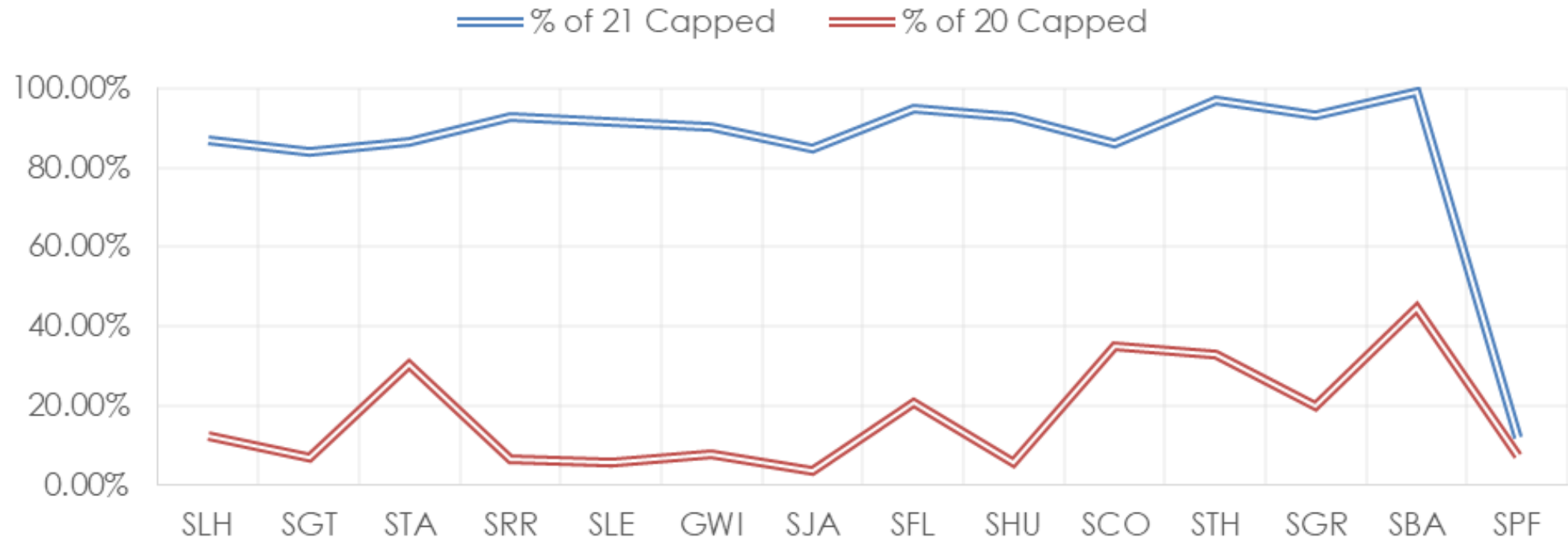


Residential New Improvement Value Ranges





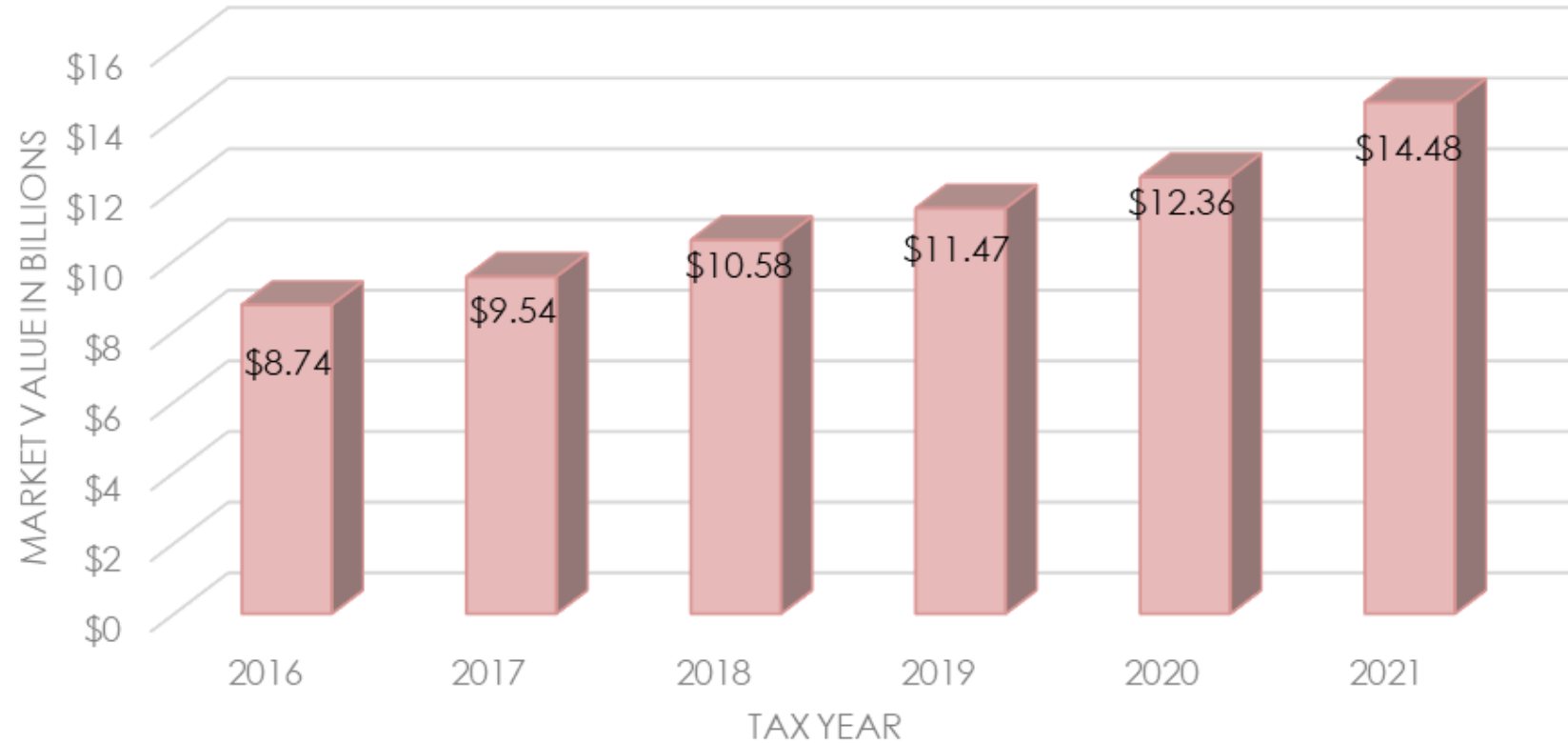
ISDS & WILCO CAPPED ACCOUNTS

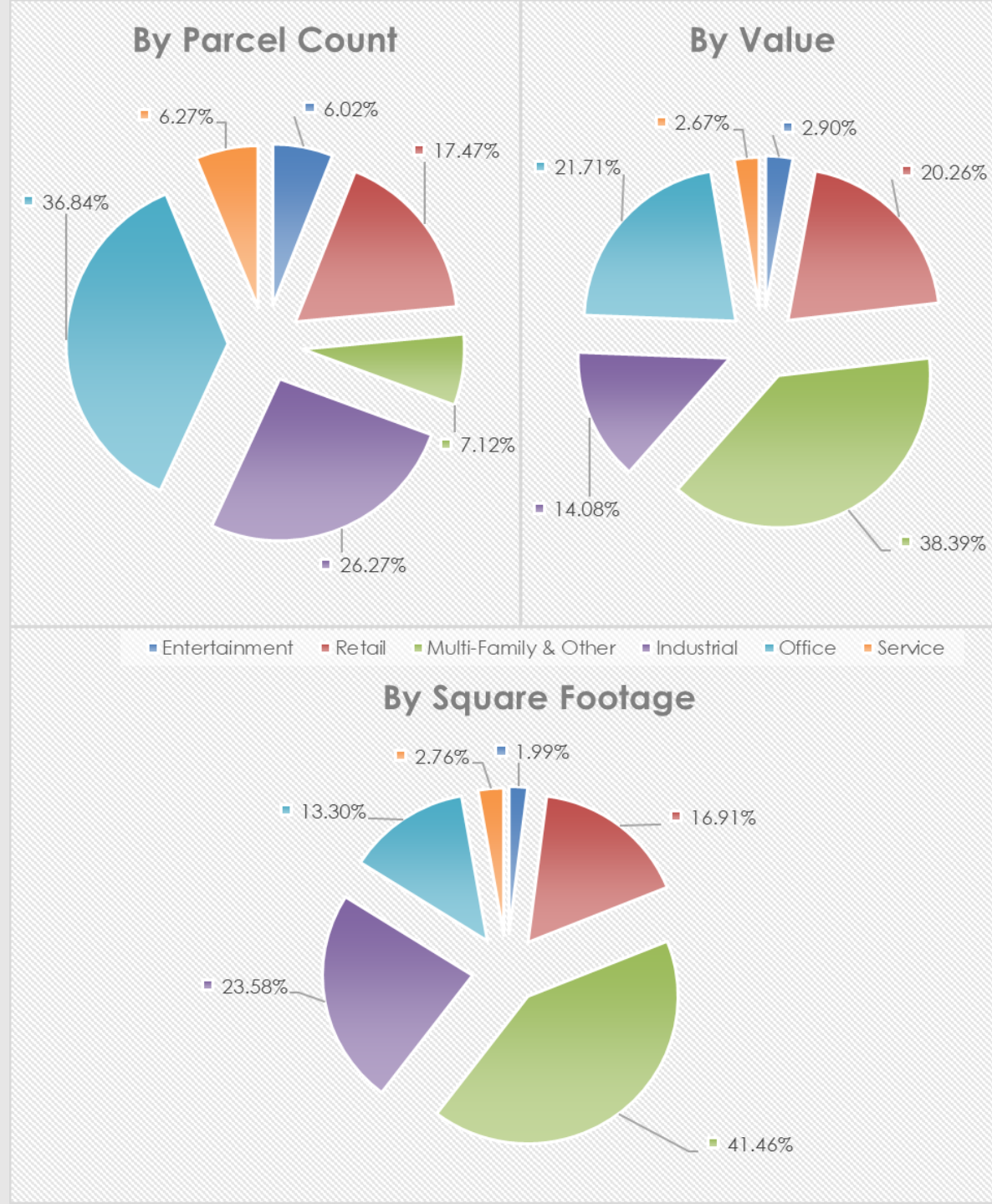


Williamson County Multi-Family Value (in billions)

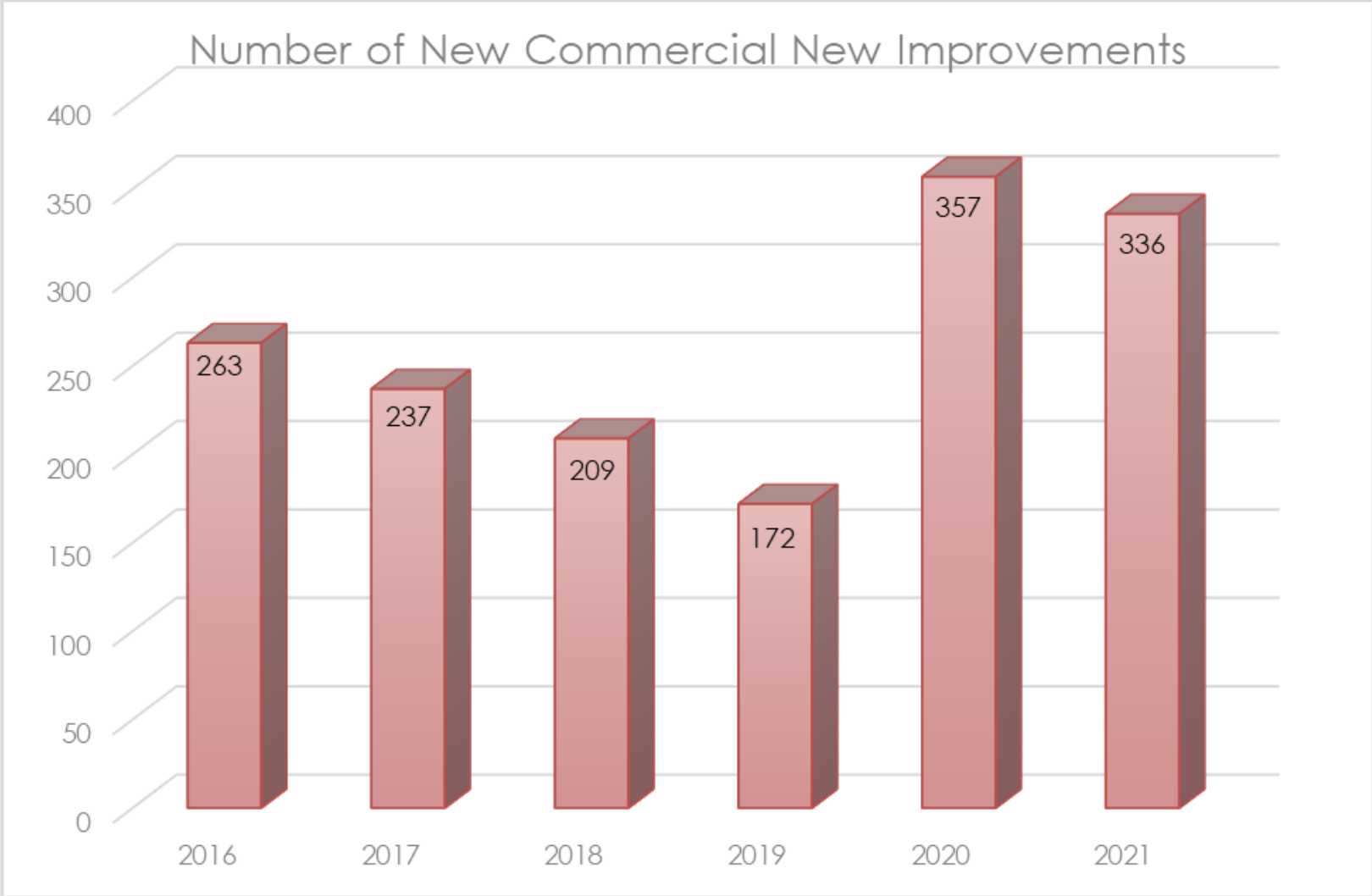


Williamson County Commercial Value (in billions)

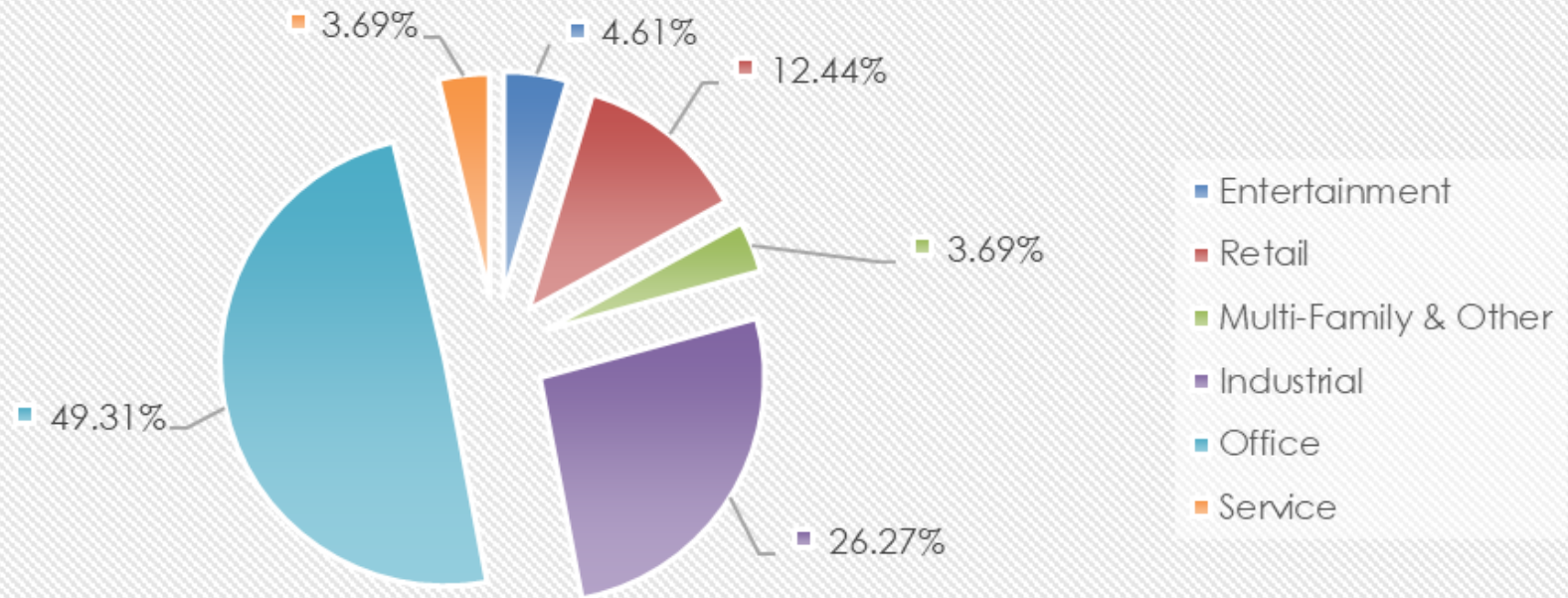




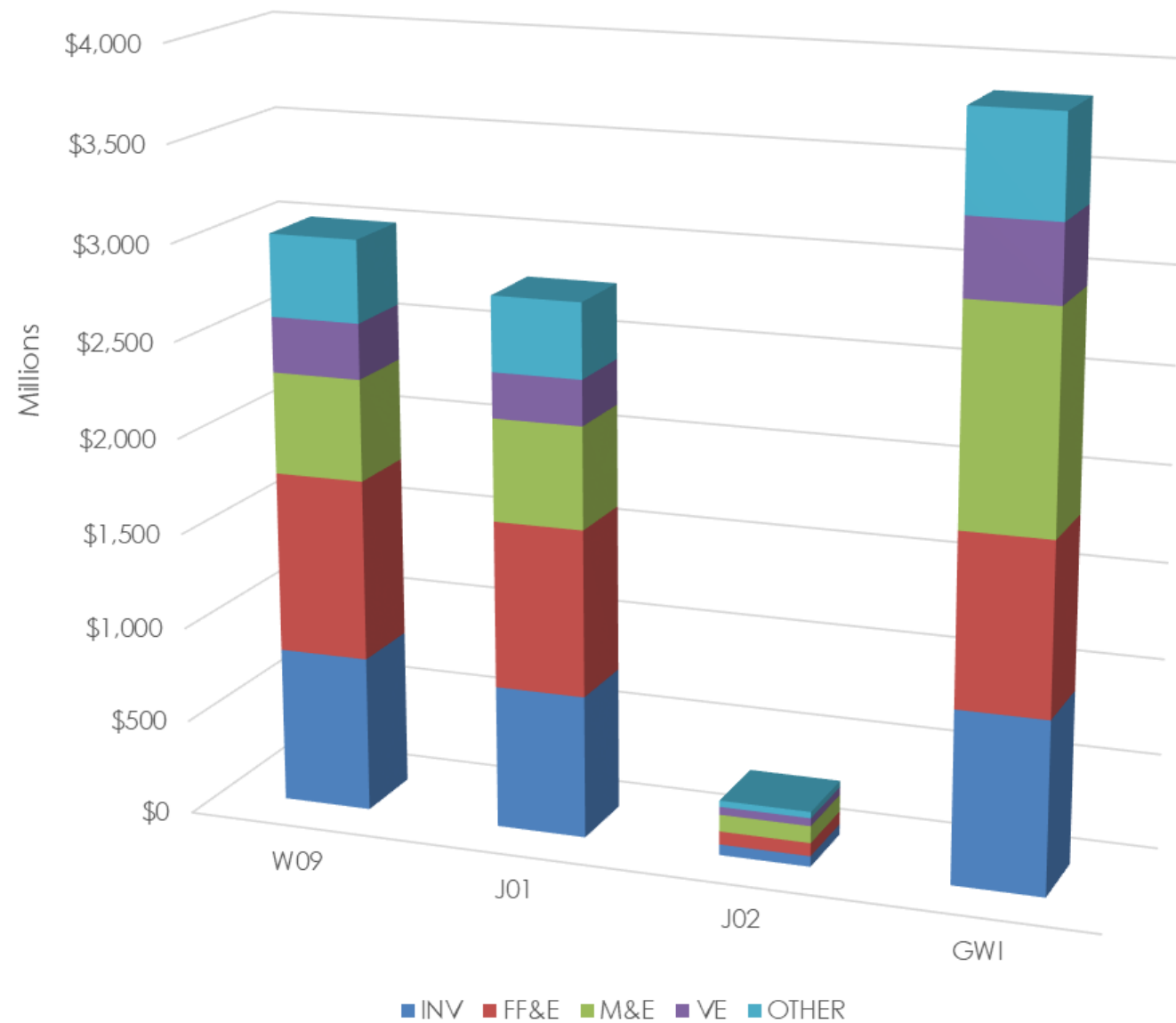
Commercial Property



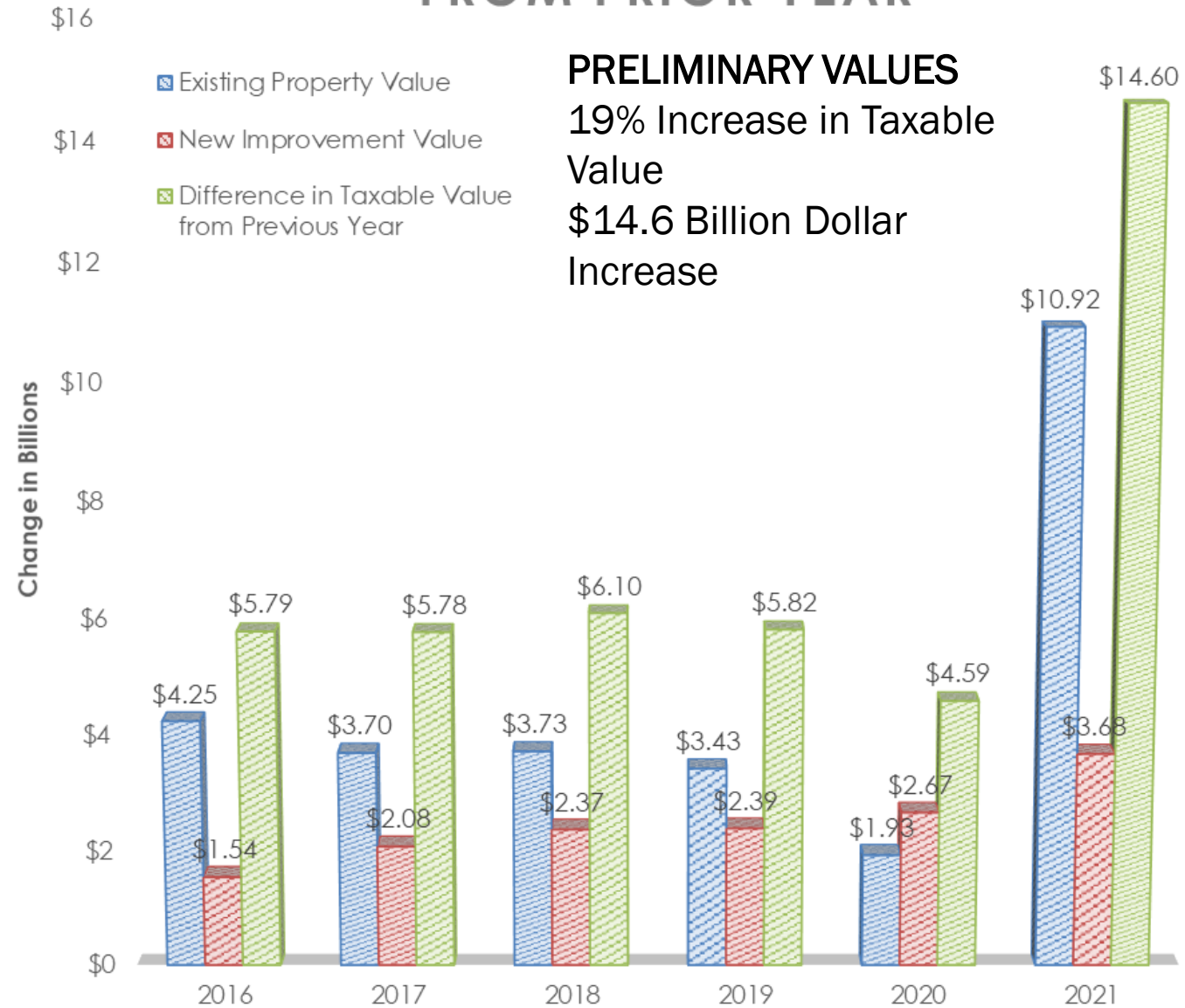
Commercial New Improvements By Category



Business Personal Property (County, College, UPBCWD)



WILCO CHANGE IN TAXABLE VALUE FROM PRIOR YEAR



Commissioners Court - Regular Session**30.****Meeting Date:** 05/11/2021

Elder Abuse Prevention Month 2021

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on proclaiming May 2021 as Elder Abuse Prevention Month in Williamson County.

Background

Fiscal Impact

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

Attachments

Elder Abuse Prevention Month Proclamation

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Garry Brown

Final Approval Date: 05/06/2021

Reviewed By

Andrea Schiele

Date

05/06/2021 08:52 AM

Started On: 05/06/2021 08:44 AM



PROCLAMATION

WHEREAS, our elderly population are vital and integral members of our society and their wisdom and experience have enriched our lives; and

WHEREAS, abuse and exploitation of the elderly in domestic and institutional settings are wide-spread problems, affecting hundreds of thousands of people across the country; and

WHEREAS, Texas Adult Protective Services In-Home Caseworkers in Williamson County investigated 1,284 allegations of which 388 cases of Abuse, Neglect and/or Exploitation were confirmed against our elderly Texans in 2020; and

WHEREAS, elder abuse, which happens to men and women of all income levels, all cultural and ethnic groups, in good health or incapacitated in some way, and across every type of community, is grossly underreported because the elderly who are being abused, find it very difficult to tell anyone, are usually ashamed, sometimes afraid, or may not be aware that someone they trust is taking advantage of them, or, in fact, not understand they are being abused; and

WHEREAS, the Williamson County Attorney's Office serves an important role in the investigation and prosecution of elder abuse and exploitation, and they also have a strong victim services program to assist those who have been targeted for the abuse;

NOW THEREFORE BE IT RESOLVED that the Williamson County Commissioners Court proclaim May 2021 to be Elder Abuse Prevention Month in Williamson County and urge all citizens to work together to help reduce abuse and neglect of people who are elderly and encourage all residents to regularly check in with their elderly family members and neighbors to ensure their well-being.

Signed on this date: _____

Bill Gravell, County Judge

On behalf of the Williamson County Commissioners Court

Commissioners Court - Regular Session**31.****Meeting Date:** 05/11/2021

National Prevention Week May 2021

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on proclaiming May 9-15, 2021 as National Prevention Week in Williamson County.

Background

Fiscal Impact

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

Attachments

National Prevention Week 2021 Proclamation

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Garry Brown

Final Approval Date: 05/06/2021

Reviewed By

Andrea Schiele

Date

05/06/2021 09:00 AM

Started On: 05/06/2021 08:49 AM



PROCLAMATION

WHEREAS, National Prevention Week, created by SAMHSA (Substance Abuse and Mental Health Services Administration), is an annual time to raise awareness of the importance of substance use prevention and implementing positive mental health changes; and

WHEREAS, this year's National Prevention Week theme is "Youth Leading Prevention," recognizing youth prevention leaders across the country and the power that each young person has in influencing positive community change; and

WHEREAS, according to the 2020 Texas School Survey, 42.8% of high school students (grades 9-12) and 21.3% of middle school students (7th and 8th grades) report drinking alcohol in the previous 30 days, and the 2019 Texas College survey found 54.8% of college students acknowledged alcohol use in the previous 30-days; and

WHEREAS, mental health workers around the world have reported increased feelings of stress, fear, anxiety, and isolation in people of all ages, where youth have been especially impacted, during this pandemic leading to increased use of alcohol and other drugs to cope with this uncomfortable reality; and

WHEREAS, preventing substance use before it begins is the most effective way to eliminate the damage caused by drugs and alcohol abuse; and

WHEREAS, prevention includes many steps addressing mental health wellness, but unfortunately, the scarcity of intervention resources continues to be a problem all across our country; and

WHEREAS, drugs and alcohol have a disproportionate effect on young developing brains;

NOW THEREFORE BE IT RESOLVED, that the Williamson County Commissioners Court proclaim May 9-15, 2021 as National Prevention Week and encourages all youth and adults to participate in prevention activities and to seek and adopt positive behaviors that promote healthy choices;

AND FURTHER RESOLVE, to urge everyone to fight the stigma and discrimination faced by those loved ones facing the long journey of recovery and seek organizations, like LifeSteps, to assist with not just the first step, but the many steps that come afterward.

Signed on this date: _____

Bill Gravell, County Judge

On behalf of the Williamson County Commissioners Court

Commissioners Court - Regular Session**33.****Meeting Date:** 05/11/2021

Tax Exemptions

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 increasing the Over 65 Property Tax Exemption from \$30,000 to \$50,000 and the Disabled Person Exemption from \$20,000 to \$25,000.

Background

On December 18, 2018, the Commissioners Court agreed to begin a review of the County's exemption policy every five years, beginning in 2020. On October 22, 2019, the Commissioners Court voted to increase the Over 65 Exemption from \$25,000 to \$30,000 and increase the Disabled Person Exemption from \$15,000 to \$20,000. Given the increase in residential appraisals, it is recommended that action be taken this year, instead of waiting the full five years.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Kathy Pierce

Final Approval Date: 05/06/2021

Reviewed By

Andrea Schiele

Date

05/06/2021 12:49 PM

Started On: 05/06/2021 11:44 AM

Commissioners Court - Regular Session**34.****Meeting Date:** 05/11/2021

Strategic Plan Consulting Services Procurement Process Overview

Submitted By: Joy Simonton, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on the process to begin a Request for Qualifications for Strategic Plan Consulting Services.

Background

In response to the Commissioner's Court request to provide framework as to how to solicit and contract for Strategic Plan Consulting Services, I offer the following overview and recommendations.

Planning services are considered a unique category and do not require a competitive bid, meaning price can but is not required to be an evaluation factor. However, notice of the consulting opportunity must be given and fair and open competition is required (Tex. Gov't Code Sec. 2254.022 (b) (3)) <https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2254.htm>.

In this setting, the Commissioners Court would be well served to know the market by issuing a solicitation and select a consultant based on the most qualified respondent. A Request for Qualifications (RFQ) is the recommended solicitation method for the Strategic Plan Consulting contract being considered.

A detailed recommendation memo is herein attached as well as a slide presentation to help assure staff understands the directive.

Department contact: Joy Simonton, Purchasing Agent.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Williamson County Strategic Plan Consulting Services Procurement Overview
Slides - Strategic Plan Consulting Services RFQ Overview

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Joy Simonton

Final Approval Date: 05/05/2021

Reviewed By

Andrea Schiele

Date

05/05/2021 07:45 PM

Started On: 05/05/2021 04:53 PM



Purchasing Department

DATE: May 3, 2021

TO: Judge Gravell
Terry Cook, County Commissioner Precinct One
Cynthia Long, County Commissioner Precinct Two
Valerie Covey, County Commissioner Precinct Three
Russ Boles, County Commissioner Precinct Four

FROM: Joy Simonton, Purchasing Agent

RE: Williamson County Strategic Plan Consulting Services Procurement Overview

In response to the Commissioner's Court request to provide framework as to how to solicit and contract for Strategic Plan Consulting Services, I offer the following overview and recommendations.

Planning services are considered a unique category and do not require a competitive bid, meaning price can but is not required to be an evaluation factor. However, notice of the consulting opportunity must be given and fair and open competition is required (Tex. Gov't Code Sec. 2254.022 (b) (3))

<https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2254.htm>.

In this setting, the Commissioners Court would be well served to know the market by issuing a solicitation and select a consultant based on the most qualified respondent. A Request for Qualifications (RFQ) is the recommended solicitation method for the Strategic Plan Consulting contract being considered.

An RFQ provides maximum flexibility in scoping and contracting. A high-level overview of the recommended process is provided herein:

- Create scope of work;
- Determine scoring criteria on 100 point scale;
- Determine selection committee;
- Advertise RFQ opportunity;
- Receive responses;
- Evaluate responses;
- Determine short list for interview purposes;
- Interview short-listed candidates;
- Make final selection;
- Negotiate contract;
- Begin Strategic Planning project

Once selected, the Court will then negotiate with the consultant to establish a reasonable fee based on the scope of work. If a satisfactory contract cannot be reached with the most highly qualified respondent the Court shall discontinue negotiations with that respondent and move on to negotiations with the next most qualified respondent until a contract is entered into or no award is made.

The solicitation and contracting process can be expected to run 12-16 weeks from the advertising date. In my experience a contract of this scope will cost between \$100,000 and \$200,000. I'm basing this estimate on my general understanding of the scope at hand and my many years of procuring consulting services in the public sector.

The existing Williamson County Strategic Plan, established 2010, is a part of the FY 2021 Budget Document, page 36, and Appendix pages 222 through 268. The document can be viewed at this link: [FY21 Annual Budget Report.pdf \(wilco.org\)](#).

Tarrant County, Parker County and Dallas County Strategic Plan documents are also provided for reference. These documents provide additional line of sight as to what a final plan deliverable can look like. Links to those documents are provided below.

Tarrant County Strategic Plan 2014-2020

[https://www.tarrantcounty.com/content/dam/main/administration/2014 Strategic Plan 6-25-14.pdf](https://www.tarrantcounty.com/content/dam/main/administration/2014_Strategic_Plan_6-25-14.pdf)

Parker County Strategic Plan 2019-2021

<https://www.parkercountytx.com/DocumentCenter/View/6321/strategic-plan>

Dallas County Strategic Plan 2007-2017

<https://www.dallascounty.org/Assets/uploads/docs/comcrt/DallasCountyStrategicPlan.pdf>

At this time staff seeks direction as to how to proceed. If direction is to issue an RFQ, draft RFQ language is included with this submittal to begin the scoping review.



What is a strategic plan?



What is a strategic plan?

A strategic plan provides guidance to an organization by establishing where they are now, where they want to be, how to get there, and if they have arrived. A strategic plan identifies the mission and vision of the organization – why they exist – and establishes values that the organization will hold to as it moves forward

(Williamson County Adopted Budget Fiscal Year 2020-2021, p. 36).

Captures strategic thinking and expresses a clear mission

Defines guiding principles

Articulates a compelling vision for the target year

Establishes goals and measurable implementation

Includes key assignments

Routinely referenced to track and report progress



How many years should an organization plan for?

Near term and long-range goals can be established in a strategic plan.

Near term: 3 – 5 years

Long range: 25+ years



What do strategic plans look Like?

Sample plans:

[Williamson County 2010](#)

[Tarrant County Strategic Plan 2014-2020](#)

[Parker County Strategic Plan 2019-2021](#)

[Dallas County Strategic Plan 2007-2017](#)



Who helps create a strategic plan?

Professional planning and consulting firms that specialize in helping organizations create a strategic plan can be hired to assist with this project.

How is this type of a firm chosen?

A formal solicitation and interview process can be conducted to select the most highly qualified firm. In the public sector, this process is typically through a Request for Qualifications (RFQ).



How do we start?

- Create scope of work
- Determine scoring criteria on 100-point scale
- Determine selection committee
- Advertise RFQ opportunity
- Receive responses
- Evaluate responses
- Determine short list for interview purposes
- Interview short-listed candidates
- Make final selection
- Negotiate contract
- Begin strategic planning project



Which people participate in creating the plan?

The entire organization can participate in assisting with the strategic plan.

All departments and Elected Officials can be represented.



How long does the strategic planning process take?

For large, complex organizations, the strategic planning process can take 6-12 months.

What is the average cost for these consulting services?

Costs can range from \$100,000 to \$200,000 for complex organizations.

Commissioners Court - Regular Session**35.****Meeting Date:** 05/11/2021

Encompass Health Round Rock MOU

Submitted For: Mike Gleason**Submitted By:** Tammy Alexander,
Sheriff**Department:** Sheriff**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action to ratify and approve a Memorandum of Understanding between Williamson County and Encompass Health Round Rock relating to the care of an inmate of the Williamson County Jail.

Background

Encompass Health Round Rock, MOU

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Encompass Health Round Rock, MOU

Form Review**Inbox**

County Judge Exec Asst.

Reviewed By

Andrea Schiele

Date

05/05/2021 09:31 AM

Form Started By: Tammy Alexander

Started On: 05/03/2021 03:08 PM

Final Approval Date: 05/05/2021

Encompass Health Round Rock

MEMORANDUM OF UNDERSTANDING

Williamson County (Payor) shall reimburse Encompass Health of Round Rock, Inc., d/b/a Encompass Health Rehabilitation Hospital of Round Rock ("Hospital") at the rate indicated below for providing covered services to patient Antonio Perez. Services provided under this Memorandum of Understanding shall be covered based on the Medicare Prospective Payment System.

INPATIENT REHABILITATION

Service	Rate
Acute Inpatient Rehab	100% CMG

Services Included in Per Diem Rates

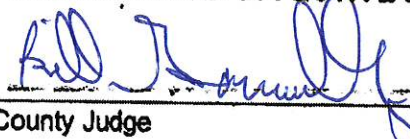
- Room and Board
- Rehab Therapies including PT, OT, and ST.
- Routine LAB – services normally provided by the facility.
- Radiologic services normally provided within the facility.
- 24 hr. rehabilitative nursing service.
- Floor stock medical supplies
- Oral Medications
- Internal Case Management Services
- Social Services
- Enteral Feedings and Supplies
- Respiratory Therapy Equipment and Respiratory Therapy Supplies
- Routine Durable Medical Equipment during Stay (such as traction devices, wheelchairs, bed or mattress overlays, walkers, canes).


EXCLUSIONS FROM PPS:

- DME for home use
- Attending and Consulting Physician Fees
- Ambulance transfer/patient transportation

This Memorandum of Understanding is specific to the Patient listed above and is not applicable to any other patient. This Memorandum of Understanding shall be in effect for the period beginning on 04/29/2021 and shall continue until the Member has been discharged from Hospital.

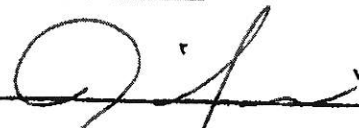
AGREED TO AND EFFECTIVE this 29th day of April, 2021.


County Judge


Printed Name

Encompass Health of Round Rock, Inc.
d/b/a Encompass Health Rehabilitation Hospital of Round Rock

Address: 1400 Hester's Crossing
Round Rock, TX 78681

By: 
Title: CFO

Commissioners Court - Regular Session**36.****Meeting Date:** 05/11/2021

ILA between Williamson County (MOT) and City of Cedar Park (PD)

Submitted For: Annie Burwell**Submitted By:** Jeanne Williby, Outreach**Department:** Outreach**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on approving an Interlocal agreement between Williamson County (MOT) and the City of Cedar Park (PD).

Background

This agreement allows MOT and the Cedar Park Police Department to improve collaboration and co-response services for behavioral health and crisis calls in the City of Cedar Park. CPPD will provide parking and office spaces for MOT staff. This will not change the county-wide response pattern for MOT but will give MOT staff a place to use as a substation between calls. There is no monthly rental cost associated with the agreement. This contract was reviewed by Legal.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Agreement

Form Review**Inbox**

County Judge Exec Asst.

Reviewed By

Andrea Schiele

Date

05/05/2021 04:22 PM

Form Started By: Jeanne Williby

Started On: 05/05/2021 03:09 PM

Final Approval Date: 05/05/2021

**INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY AND THE CITY
OF CEDAR PARK, TEXAS FOR THE ESTABLISHMENT OF MOBILE OUTREACH
TEAM SERVICES AND PERSONNEL HOUSING AT
THE CEDAR PARK POLICE DEPARTMENT**

THIS INTERLOCAL AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by and between the undersigned Local Governments of the State of Texas, namely Williamson County, a political subdivision of the State of Texas (the "County"), and the City of Cedar Park, Texas a home rule municipal corporation (the "City"), both acting by and through their duly authorized representatives, pursuant to the provisions of the Interlocal Cooperation Act, Texas Government Code, Section 791.001 et seq. The County and the City are referred to collectively herein as the "Parties," or individually as a "Party."

WITNESSETH:

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code; and

WHEREAS, the Parties are local governments as that term is defined in Section 791.003 of the Texas Government Code; and

WHEREAS, the Parties find that this Agreement is necessary for the benefit of the public; that each Party has the legal authority to perform and to provide the governmental function or service which is the subject matter for this Agreement; that any division of cost fairly compensates the performing Party for services performed under this Agreement; and the performance of this Agreement is in the common interest of both Parties; and

WHEREAS, the County desires to house MOT (Mobile Outreach Team) at the Cedar Park Police Department, located at 911 Quest Parkway (the "Police Department") while such team members are not actively responding to calls for service; and

WHEREAS, the City currently has available an area at the Police Department to serve the housing need of County MOT; and

WHEREAS, the City is willing to provide an area at the Police Department to the County as set forth herein and the County desires to occupy such area at the Police Department for the purposes set forth herein;

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

TERMS AND CONDITIONS

- A. Primary Obligation of Cedar Park. The City agrees to provide the County with the following:
1. Three parking spaces at the Police Department for MOT vehicles;
 2. The use of one cubicle and adjacent space; and

3. Shared use of one additional conference room on as needed basis and the reasonable usage of the shared facilities at the Police Department, which shall include but not be limited to the breakroom, restrooms (bath/showers and toilets) as well as all amenities within the Police Department.

The City agrees to provide the County with the enjoyment and peaceful possession of the above-described areas during the term of this Agreement.

- B. Term. This Agreement shall be effective upon the approval of the governing bodies of County and City, signed by the authorized individuals ("Effective Date"), and shall continue in force for three (3) years from the Effective Date or until such times as either Party terminates the Agreement as provided herein.
- C. Removal of County's Improvements. Upon the termination of this Agreement, County shall remove its personal property so long as the removal does not unreasonably damage the Police Department. In the event any damage is caused during the removal of personal property, the County shall be obligated to repair or cause to be repaired at the County's expense any damage resulting from the removal, normal wear and tear exempted.
- D. Condition of the Police Department. The County shall not be responsible for maintaining and/or repairing, the Police Department's roof, foundation, parking, grounds, common areas, the structural soundness of the exterior walls, building exterior, electrical systems, plumbing systems, HVAC system and all amenities with the Police Department. The County shall be responsible for keeping the areas solely used by the County's MOT in a clean and neat condition. The County and City shall work in cooperation with one another in keeping the commonly used areas clean and neat.
- E. Use of Premises. The County may only use the designated areas of the Police Department for the express purposes set forth herein. Use of the Police Department for any other purpose, shall require the written consent of the City. The County shall not make any alterations, additions, or improvement to the Police Department without the written consent of the City. This includes the installation of any equipment. The County shall permit the City to enter, inspect, and make such repairs to its designated areas of the Police Department as often as the City reasonably desires at any reasonable time. The County agrees that it is solely responsible for making, at its sole cost, any alterations, additions, or improvements that are mandated by any and all state, federal and local accessibility legal requirements and that become necessary due solely to the County's use of the Police Department ("accessibility alterations"). In the event any alterations, additions, or improvements in the or to the Police Department are made necessary by reason of the special use and occupancy by County and, provided that the City grants its prior written permission to County regarding such alterations, additions, and improvements in or to the Police Department, the County shall complete such alterations, additions, or improvements at its own expense and in compliance with all building codes, ordinances, and governmental regulations pertaining to such work, use, or occupancy.

- F. Utilities and Service. The City shall provide and maintain, at its sole cost, the mains, conduits and other facilities necessary to dispose of garbage, water, gas, electricity, telephone, cable internet services and sewage service to the Police Department. If any of the equipment or machinery necessary or useful for the provision of any of the above services breaks down or for any cause ceases to function properly, the City shall use reasonable diligence to repair the same promptly. If any of the area solely occupied by the County's MOT crew is in need of maintenance or repairs as solely determined by the City, the County shall be financially responsible for any maintenance and/or repairs other than the above described services.
- G. Damage or Injury. The City and the County agree that if either Party is solely negligent in causing real or personal property damage or personal injury to the other that such responsible Party shall pay for the actual cost and expenses incurred for such damage or injury to the extent permitted by law.
- H. Confidentiality. The County MOT shall not access City physical or electronic records, documents, or information related to the detection, investigation, or prosecution of criminal offenses without consent of the City. Any records, documents, or information related to the detection, investigation, or prosecution of criminal offenses disclosed to County MOT by the City are confidential and shall not be disclosed by County MOT to any other person, unless otherwise required by law.
- I. Default. Either Party's failure to comply with any provision of this Agreement shall be considered a default. In the event that either Party defaults under this Agreement, the non-defaulting Party shall give the defaulting Party written notice specifying such default. If the defaulting Party has not cured such default within thirty (30) days after its receipt of such written notice, or, if the default cannot with due diligence be cured within a 30-day period, and the defaulting Party has not commenced and proceeded diligently to cure such default, then the non-defaulting Party may terminate this Agreement. It is not a waiver of default if the non-defaulting Party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies that may be available in this Agreement and/under the law. The Parties have a duty to mitigate damages.

II. GENERAL PROVISIONS

- A. Payments. Any payment made by a Party pursuant to this Agreement shall be made out of current revenues available to said Party as required by the Interlocal Cooperation Act. The County and the City of Cedar Park agree that there will be no monthly rental cost associated with this Agreement.
- B. Approval by Governing Bodies. This Agreement has been approved by the governing bodies of Williamson County and of the City of Cedar Park.
- C. Tax Exempt. The County and the City of Cedar Park are bodies corporate and politic under the law of the State of Texas and claim exemption for sales and use taxes under the

Texas Tax Code Ann. 151.309, as amended, and the services subject hereof are being secured for use by County. Exemption certificates will be provided upon request.

D. Severability. If a 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 a 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 will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

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

City of Cedar Park: City of Cedar Park
Brenda Eivens, City Manager
450 Cypress Creek Road
Cedar Park, TX 78613

With Copy to: J.P. LeCompte, City Attorney
450 Cypress Creek Road
Cedar Park, TX 78613

Cedar Park Police Department
911 Quest Parkway
Round Rock, TX 78613

County: Williamson County Judge
Bill Gravel Jr.
710 Main Street, Suite 101
Georgetown, TX 78626

With Copy to: Williamson County MOT
c/o Annie Burwell, Director
301 SE Inner Loop, Suite 106
Georgetown TX 78626

F. 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. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

- G. Dispute Resolution. The Parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between the Parties which arises out of or relates to this Agreement whether stated in tort, contract statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the Parties are unable to resolve the Claim within thirty (30) days following the date in which one Party sent written notice the Claim to the other Party, and if a Party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. Any mediation under this Agreement shall be conducted in Williamson County, Texas. All costs involved in the mediation shall be borne equally between the Parties, except that each Party shall bear its own attorneys' fees. Nothing herein is intended to prevent either Party from seeking any other remedy available at law including seeing redress in a court of competent jurisdictions. This provision shall survive the termination of this Agreement.
- H. Termination for Convenience.
- 1.) The County may terminate this Agreement for convenience and without cause or further liability upon ninety (90) days written notice to The City of Cedar Park.
 - 2.) The City of Cedar Park may terminate this Agreement for convenience with or without cause or further liability upon ninety (90) days written notice to the County.
 - 3.) All Parties to the contract may terminate upon written mutual consent signed and dated by all Parties to this agreement setting forth the agreed upon date of termination.
- I. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the Parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.
- J. Relationship of the Parties. Each Party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one Party shall not be deemed or construed to be the employees of agents of the other Party for any purposes whatsoever.
- K. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to the Parties, their past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third Party. The Parties do not waive, modify, or alter to any

extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

- L. Non-Appropriation and Fiscal Funding. The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that each Party shall have the right to terminate this Agreement at the end of any Party's Fiscal year if the governing body of such Party does not appropriate sufficient funds as determined by that Party's budget for the fiscal year in question. Such Party may effect such termination by giving written notice of termination at the end of its then-current fiscal year.
- M. No agency Relationship: It is understood and agreed that neither Party shall in any sense be considered a partner or joining venture with the other Party, nor shall either of the Parties in any manner hold themselves out as an agent or official representative of the other Party.
- N. Entire Agreement. This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either oral or written, with regard to the subjects contained herein. This Agreement may be amended only by written instrument signed by each Party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

EXECUTED TO BE EFFECTIVE this ____ day of _____, 2021.

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravel Jr., County Judge
Title: Williamson County Judge

Date _____

CITY OF CEDAR PARK, TEXAS

By: Brenda Guice 

Title: City Manager

Date: 4/30/2021

For City, Attest:

By: Chelmon L.

For City, Approved as to Form:

By: Ran Marj in, Asst. City Atty. For
J.P. LeCompte, City Attorney

Commissioners Court - Regular Session**37.****Meeting Date:** 05/11/2021

LifeSteps MOU with Mobile Outreach Team

Submitted For: Annie Burwell**Submitted By:** Jeanne Williby, Outreach**Department:** Outreach**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the Memorandum of Understanding between LifeSteps Council on Alcohol and Drugs and Williamson County.

Background

The purpose of this agreement is to coordinate services and share information between Williamson County Mobile Outreach Team and LifeSteps Council on Alcohol and Drugs with the goal of streamlining prevention and intervention services related to alcohol, tobacco, and other drug use.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Agreement

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Jeanne Williby

Final Approval Date: 05/05/2021

Reviewed By

Andrea Schiele

Date

05/05/2021 09:38 AM

Started On: 05/04/2021 09:43 AM



Parenting Awareness and Drug Risk Education Services (PADREs) Program

The purpose of this agreement is to coordinate services, referral process, and sharing of information. This agreement is between **LifeSteps Council on Alcohol and Drugs** (hereinafter referred to as "LifeSteps") and **Williamson County EMS Mobile Outreach Team**. This agreement is also designed to encourage networking and coordination to address gaps in services and community needs throughout the region; and to ensure that prevention and intervention of alcohol, tobacco and other drug abuse (ATOD) services are unduplicated both locally and/or regionally in HHSC Region 7.

Williamson County EMS Mobile Outreach Team will provide the following services:

- Will provide referrals to LifeSteps for prenatal and/or parenting education and case management; Referrals will be delivered via secure email, fax or telephoned; and
- Will ensure referral resides within LifeSteps service area with includes: HHSC Region 7 (Bastrop, Bell, Blanco, Bosque, Brazos, Burleson, Burnet, Caldwell, Coryell, Falls, Fayette, Freestone, Grimes, Hamilton, Hays, Hill, Lampasas, Lee, Leon, Limestone, Llano, Madison, McLennan, Milam, Mills, Robertson, San Saba, Travis, Washington, and Williamson); and
- Will collaborate with LifeSteps to ensure a seamless episode of care and maximize use of available resources.

LifeSteps – PADRE will provide the following services:

- Trauma-informed, culturally competent, and developmentally appropriate services for participants, families and partners.
- For parents who are Texas residents, who have a child under the age of 6 years; of expectant parent who have one or more risk factors for a substance use disorder as identified in the PADREs screening. Risk factors include the following: teen pregnancy (including males through age 19); current or past involvement with the CPS; current or past use/abuse of, or dependence on, alcohol and/or drugs; current or past intimate partner violence; current or past mental health problems; living in a household with a person who abuses alcohol or drugs; current or past history of sexual, emotional or physical abuse; current or past drug and/or alcohol-related criminal offenses; and/or financial distress;
- Will provide referrals to the appropriate level of care for the participant;
- Will provide referral to intervention services or another appropriate community program for substance abuse issues, to ensure a seamless episode of care and maximize use of available resources;
- Will provide referrals and low intensity case management for males and females entering the PADRE Program; and
- Will provide prenatal and parental education classes for appropriate youth, families, parents/guardians and/or adults.

Furthermore, Williamson County EMS Mobile Outreach Team and LifeSteps, in accordance with HIPAA and 42 C.F.R., will:

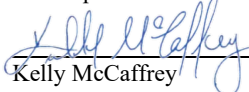
1. Be committed to "complying with the Standards for Privacy of Individually Identifiable Health Information (the Privacy Regulation) under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)."
2. "Acknowledge that in receiving, storing, processing or otherwise dealing with any information from the Program about the patients/participants in the Program, it is fully bound by the provisions of the federal regulations governing confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2."
3. "Undertake to resist in judicial proceedings any effort to obtain access to information pertaining to patients/participants otherwise than as expressly provided for in the federal confidentiality regulations, 42 C.F.R. Part 2."

This is a true partnership between **Williamson County EMS Mobile Outreach Team** and **LifeSteps Council on Alcohol & Drugs**. We appreciate the opportunity to work collaboratively in providing these services to our communities. **This agreement begins on the execution date below and ends on September 1st, 2021. This agreement may be renewed at the expiration date.**

Executed this _____ day of _____ in the year _____.

Print Name _____
Title _____
Address _____
City, State Zip _____

LifeSteps Council on Alcohol & Drugs



Kelly McCaffrey
Executive Director
P.O. Box 1279
Georgetown, TX 78627

LIFESTEPS COUNCIL ON ALCOHOL & DRUGS

P.O. Box 1279, Georgetown, TX 78627

PHONE: 512-869-2571 | FAX: 512-869-1667

www.lifestepsCouncil.org

Commissioners Court - Regular Session**38.****Meeting Date:** 05/11/2021

FBI - WilCo EMS MOU

Submitted By: Michael Knipstein, EMS**Department:** EMS**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving a memorandum of understanding between the Federal Bureau of Investigation and Williamson County Emergency Medical Services.

Background

This memorandum of understanding (MOU) outlines the use of Williamson County EMS Tactical Paramedics and Federal Bureau of Investigation personnel during operations inside Williamson County related to Federal Bureau of Investigation activities. As a governmental agency the Federal Bureau of Investigations requests that Williamson County approve and sign the MOU first. The MOU has been reviewed and approved by Williamson County legal.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

FBI-WCEMS MOU

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Michael Knipstein

Final Approval Date: 04/30/2021

Reviewed By

Hal Hawes

Andrea Schiele

Date

04/30/2021 11:34 AM

04/30/2021 02:00 PM

Started On: 04/30/2021 10:34 AM

Memorandum of Understanding
Between the
Federal Bureau of Investigation
And the
Williamson County Emergency Medical Service (Wilco EMS)

A. Preamble

The San Antonio-Austin RA of the Federal Bureau of Investigation (FBI) has an interest in maintaining the emergency medical capabilities and qualifications of the FBI personnel assigned to duty as emergency medical technicians (EMT) in support of FBI operations. The FBI and Williamson County Emergency Medical Services enter into this Memorandum (MOU) for the mutual benefits of both parties.

B. Purpose

This Agreement outlines the understanding of both parties regarding the FBI's participation in Williamson County Emergency Medical Services (Wilco EMS) ambulance service. This Agreement shall be administered through the County's Emergency Medical Services.

C. Authority

This agreement is entered into pursuant to 28 U.S.C. § 533, and 28 C.F.R. § 0.85.

D. Responsibility of the FBI or FBI participants, respectively:

1. FBI personnel serving as EMTs with the Wilco EMS pursuant to this MOU ("FBI participants") will do so on official FBI time to fulfill training, certification, and/or qualification requirements;
2. FBI participants shall comply with the policies, procedures, and protocols of the Wilco EMS applicable to specific EMT duties and operations, to the extent they do not conflict with applicable Department of Justice or FBI policies, procedures, or protocols;
3. FBI participants will be certified Emergency Medical Technicians-Basic or Paramedic;
4. The FBI will designate a person to act as liaison with the Wilco EMS for purposes of this MOU;
5. The FBI will coordinate participation with Wilco EMS in advance and understands that participation is at the sole discretion of Wilco EMS.
6. FBI participants will not retain personally identifying information or private health information of victims or patients encountered during provision of emergency services on behalf of Wilco EMS.

E. Responsibility of Williamson County Emergency Medical Services

1. The Wilco EMS shall provide an orientation to the FBI participants regarding Wilco EMS facilities, policies, procedures, and protocols;
2. The Wilco EMS shall continue to assume and maintain overall responsibility for the medical care of victims and patients encountered during provision of emergency services;

3. The Wilco EMS understands that the FBI participants are on-call 24 hours a day and must be available to respond, on behalf of the FBI, at all times. Wilco EMS, therefore agrees to relieve from duty or on call status any FBI participant upon notification that the FBI participant must respond to FBI matters;
4. Wilco EMS will designate a person to act as liaison with the FBI for purposes of this MOU;
5. Wilco EMS will not use the "Federal Bureau of Investigation," "FBI," or any related seal or insignia in any of its publications or advertising media;
6. Wilco EMS reserves the right to deny participation as an EMT in Wilco EMS to any FBI participant whose conduct or work is not in the best interests of Wilco EMS, provided that such denial does not violate any state or federal anti-discrimination laws and is otherwise lawful.
7. Wilco EMS agrees to not compensate FBI participants for service performed under this MOU, except for any incidental in-kind materials otherwise supplied to volunteers, such as uniform items or supplies.

F. Public Affairs: Any media releases or statements regarding the training relationship described herein or incidents associated with the same, will be handled according to FBI procedures.

G. Liability: The parties acknowledge that this MOU does not alter applicable law governing the potential liability of any party or employee or agent thereof. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties hereto or by any party against the other.

H. Term: The effective date of this MOU is the date it is executed by the last signatory. The MOU will remain in effect until modified or terminated by the parties. Wilco EMS or the FBI may terminate the MOU at any time, with written notification to the other party.

I. Modifications or amendments: Any modification or amendment to this MOU will not be in force unless and until such amendment is reduced to writing and signed by both parties.

J. Conflict resolution: Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties and will not be referred to a local, state, or federal court.

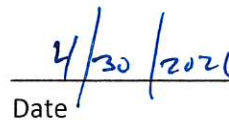
By subscription of their signatures below, the parties acknowledge that they have read, understood, and will abide by the foregoing statements in this MOU.

Christopher H. Combs
FBI Special Agent in Charge
San Antonio – Austin RA

Date



Williamson County EMS



Date

Authorized Agent
Williamson County , TX

Date

Commissioners Court - Regular Session**39.****Meeting Date:** 05/11/2021

457B

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

Information**Agenda Item**

Discuss, consider and take appropriate action on hiring a consultant firm to provide administration over our 457B program, as well as appointing an oversight committee.

Background

The County utilizes Nationwide as the vendor for our 457B program and the Auditors' office is currently the administrator for that plan. We would like to explore hiring a consultant to minimize the administrative workload, as well as assume fiduciary liability, reduce cost to employees, increase communications and participant enrollments and contribution rates. We would request an oversight committee be appointed to meet a few times a year to oversee the consultant.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Reviewed By

Andrea Schiele

Date

05/05/2021 04:18 PM

Form Started By: Rebecca Clemons

Started On: 05/05/2021 02:45 PM

Final Approval Date: 05/05/2021

Commissioners Court - Regular Session**40.****Meeting Date:** 05/11/2021

EPM2

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

Information**Agenda Item**

Discuss, consider and take appropriate action on updates to the Employee Policy Manual to be effective October 1, 2021.

Background

This is the second round of proposed changes to the Employee Policy Manual. My intent is to place it on the agenda for your review several more times before the final draft is ready. In addition to the red-lined changes notated, I would request to discuss compensation policies regarding transfers between departments, potential merit allocation policy for employees for FY22, lateral move policy, and the maximum increases per employees per year. These items were hard to red line as I have received different feedback on each one.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

EPM.2

Form Review**Inbox**

County Judge Exec Asst.

Human Resources (Originator)

Form Started By: Rebecca Clemons

Final Approval Date: 05/06/2021

Reviewed By

Andrea Schiele

Rebecca Clemons

Date

05/05/2021 04:21 PM

05/06/2021 08:18 AM

Started On: 05/05/2021 02:51 PM



**WILLIAMSON
COUNTY**

1848



Employee Policy Manual

Effective December 15, 2020



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Policy Manual Disclaimer

This employee policy manual constitutes the general personnel policies for all Williamson County employees. It does not constitute a contract or provide a guarantee of employment. Policies may be altered, deleted, or amended at any time by action of the Commissioners Court. If any provision or part of a provision of these policies is held invalid, unlawful, or unenforceable, it will not affect the validity of the remaining provisions or parts of provisions, which will remain in effect. In cases where federal or state laws or regulations supersede local guidelines, such laws or regulations will substitute for these personnel guidelines only insofar as necessary for compliance. Specific departments may have additional policies unique to their operations.

Elected official's rights and responsibilities as defined by Texas law supersede these policies where conflicts may occur. Elected officials are encouraged to follow all policies contained herein in order to provide uniform application across the County and to protect the County against potential employment related issues.

About Williamson County Government

Williamson County's government organization is established by the Constitution of the State of Texas and by state statutes. Its operations are governed by state and federal law and by actions of the Commissioners Court.

Commissioners Court

The Commissioners Court consists of four County Commissioners; each elected by the voters of a Commissioners precinct, and a County Judge, elected by all of the voters of the County. Officials are elected for a four-year term. The Commissioners Court is the chief policy, administrative, and executive branch of County government.

County Operations

County operations are conducted through departments and offices; each administered by an elected public official or an appointed department head.



Employment

At Will Employment

Employment with Williamson County is on an at-will basis:

- An employee may resign at any time with or without notice
- Williamson County may terminate the employment relationship at any time with or without cause or notice
- Williamson County may change the terms and conditions of employment at any time, with or without notice

Equal Employment Opportunity & ADA Compliance;

Williamson County is committed to providing a workplace free of discrimination. All employment decisions (hiring, promotions, terminations, compensation, etc.) are made without regard to any covered or protected class as defined by law and applicable statements of the law by the Equal Employment Opportunity Commission (EEOC) or disability as defined by the Americans with Disabilities Act and applicable state laws, including those enforced by the Texas Workforce Commission. If an employee requires an accommodation due to a disability, contact the Human Resources Department.

Employment Status

- **Full-time:** Full time positions are scheduled to work consistently 30 or more hours in a pay week
- **Part-time:** Part time positions are scheduled to work no more than 29 hours in a pay week and are not eligible for benefits or longevity pay
- **Temporary:** Temporary employees are limited to working 130 days in a calendar year. They are not eligible for TCDRS retirement, holidays, benefits or leave time including longevity pay

Position Classification

Positions are classified as exempt or non-exempt based on the definitions and requirements of the Federal Labor Standards Act. (FLSA)

- **Exempt:** Exempt positions are salaried positions which are not eligible for overtime or compensatory time
- **Non-Exempt:** Non-exempt positions are hourly positions which are eligible for overtime pay or compensatory time as determined by County policy



Employment

Overtime

Classification	Eligibility	Accrual
Exempt	NO	Exempt employees are not eligible for overtime compensation.
Non-Exempt	YES	<ul style="list-style-type: none"> • Time and a half pay or compensatory time after 40 hours actually worked in a work week. • Determination of pay vs comp time is based on departmental budget.
Non-Exempt: Department of Infrastructure	YES	<ul style="list-style-type: none"> • Time and a half compensatory time after 40 hours actually worked • In the event of a public safety emergency, the Senior Director has the discretion to grant overtime pay at time and a half to those employees performing emergency response duties at the request of their supervisor.
Non-Exempt: Public Safety Positions	YES	Time and a half overtime pay or compensatory time after 40 hours worked.
Non-Exempt: Law Enforcement and Corrections Officers	YES	Time and a half overtime pay or compensatory time after 86 hours worked in a 14 day pay period. The hours worked between 80 and 86 hours, for this period, are compensated at straight overtime pay or compensatory time.
Non-Exempt Catastrophic Event Pay	YES	Upon EOC activation and/or declaration of a local, state or federal disaster, non-exempt essential personnel (EP) may receive time and one-half pay in lieu of compensatory time, once the normal hours required before overtime eligibility have been exceeded.

All overtime must be preapproved by the Elected Official or Department Head. Only hours actually worked are included in the determination of overtime as it is based on hours actually worked. Sick leave, vacation, holidays, and other absences from the work place do not count toward the accrual of overtime. Time sheets must be balanced to the number of hours scheduled per pay period. As used above, overtime may refer to accruals of compensatory time or payments.

Compensatory time is limited to 240 hours, all hours above this limit will be paid at time and one-half.

*EMS and Emergency Communications use leave based on scheduled shift hours, rather than the pay period.



Employment

Recruitment

When a position becomes vacant, the position may be posted externally through Human Resources, internally (within the department) by the Elected Official or Department Head or the position may be filled by an applicant that has previously applied for a similar position within the past 180 days. The Elected Official, Department Head or their designee will make the final selection in the recruitment process. The chart below generally defines the processes:

Job Posting Options

Type	Description	Documentation	Process
External Job Posting	Vacant position is posted online through Human Resources.	A request to post must be sent to Human Resources.	Position will be posted through online hiring system for a minimum of 5 calendar days.
Internal Job Posting	Vacant position is posted internally through email or other written communication method within the hiring department only.	An email or manual written posting may be used to notify employees of the vacancy.	<ul style="list-style-type: none">• Notify internal employees of the opportunity and provide instructions on how they must apply (i.e. via resume, email response, etc.).• Applications should be accepted for a minimum of 5 calendar days.
Applicant Pool	Applications are reviewed from a previous posting for the same or similar position.	Contact Human Resources to request applications from the previous posting.	Applications will be provided through the online hiring system for the hiring manager to review.

Candidate Selection Process

All candidates being considered should meet the minimum requirements for the position and should go through a consistent screening and interviewing process. Once a candidate is selected, the hiring manager must notify Human Resources to complete the final steps in the hiring process.

Nepotism

Nepotism is the hiring or influencing others to hire relatives without regard to merit. The County and the [Texas Government Code Chapter 573](#) outline specific rules prohibiting the appointment, confirmation of appointment, or voting for the appointment (or confirmation of appointment) of a relative. Refer to the Texas Government Code Chapter 573(Relationships by Consanguinity or by Affinity) for additional clarification. In compliance with its own policies, the Commissioners Court will not affirm any Officer who is related to another employee within the same department.

Changes in relationships which may violate this policy, must be immediately reported to Human Resources

Employment

Hiring Post TCDRS Retirement

Williamson County elected officials, department heads, or other agents of the County may not make any prior commitments, agreements, or arrangements to rehire a Williamson County TCDRS retiree. Any retiree selected for a position with Williamson County will require pre-approval from the Human Resources Department due to TCDRS rules. If the retiree is on Williamson County retiree health benefits, the waiting period still applies.

Pre-Employment Screening

Potential employees of Williamson County may be required to submit to a criminal history check, physical exam, drug screening or other job specific screening, prior to employment. Any job offer is contingent upon successfully completing and meeting the requirements of these screenings. If additional information is received after employment begins which fails to meet the screening requirements, the employment relationship may be terminated. False information provided by an applicant will disqualify the applicant from consideration, or if discovered after employment begins may result in termination.

Post Hire

New Employee Orientation

All new employees must attend new employee orientation before the end of the pay period in which they are hired.

Direct Deposit

Direct Deposit is strongly recommended. The first pay check will be mailed to the address of record, as could the first paycheck whenever changing banking institutions or account information. Pay remittance slips can be viewed and printed online located on the Wilco Self Service site in Oracle.



Texas County and District Retirement System Contributions (TCDRS)

All officials, part-time and full-time employees are required to participate in the Texas County and District Retirement System ([TCDRS](#)) as a condition of employment. Temporary employees are exempt from participation as provided by Retirement System regulations. The required contribution is deducted from an employees pay each pay period.



Employment

Transfers

Employees transferring from one County office or department to another should give at least a two week written notice to their current official/department head. The current official/department head may waive the two week period. If an employee status changes from a non-exempt to an exempt position, the employee's current compensatory time balance will be paid out as of the last day in the non-exempt position and at the hourly rate for the non-exempt position. Compensatory time will also be paid out when a non-exempt employee transfers from one County department to another. If an employee transfers from a position that allows for a higher vacation or sick leave balance, the amount that is in excess of the limit for the new position will be forfeited. Transfers to and from WCCHD, Museum or CSCD are considered employment separations.

Separation of Employment

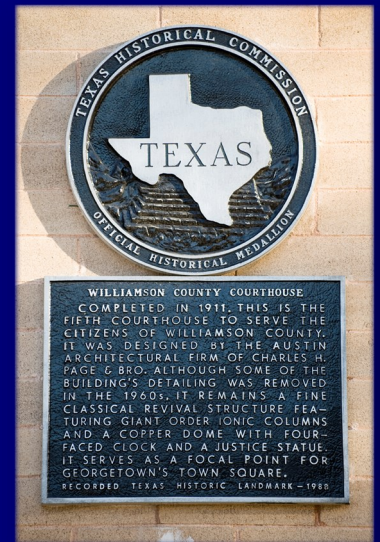
Employees are required to provide at least a two week written notice in order to resign in good standing. The last day of employment is the last day the employee is present at work. Leave time cannot be used on the last day of employment, with the exception of administrative leave or medical leave covered under or at the conclusion of FMLA. In some cases, the last day of employment may be adjusted after a review and approval process involving the department, Human Resources, and the County Auditor's Office. At the discretion of the Elected Official or Department Head, the resignation may be accepted immediately or at any time within the resignation notice period. In the event that an employee passes away, the last date of employment will be the last date worked or the last day on approved leave with the exception of vacation leave. Employees must return all Williamson County property immediately upon request or upon termination of employment. Any items not returned may be deducted from the final paycheck for certain eligible employees. The following will be paid on the final paycheck or when County assets have been disabled/returned to the County:

- Eligible accrued vacation time
- Comp time
- Unused holiday time banked prior to October 1, 2014

Adjusted Service Dates for Rehired Employees (non-retirement)

Employees rehired within 90 days from his/her last employment termination date, will be reinstated with service time based on a calculated adjusted service date. The adjusted service date is the original date of employment minus the number of break in service days. The adjusted service date will also be used for determining vacation and longevity accrual rates. Employees rehired 91 or more days after separation of employment will not receive service credit for previous employment, unless a one-time exception, that cannot exceed a one year break in service, is awarded based on review and approval by Human Resources (factors considered include high turnover positions, knowledge skills and ability's of a former employee or other special circumstances)

Refer to the [Uniformed Services Employment and Re-employment Rights Act \(USERRA\)](#) for reemployment rights if the break in service is related to active military leave. Contact the Human Resource Department for assistance.



Work Environment

Communications to Employees

All employees are assigned a County email address. County email is the official communication tool for employee communications. All employees are responsible for accessing and reviewing their County email on a regular basis.

Breaks

Supervisors may schedule breaks to accommodate operating requirements. County offices are encouraged to stay open during the noon hour to better serve the public. Supervisors will inform employees of breaks, if any, and the break schedule. The Fair Labor Standards Act (FLSA) does not require employers to provide breaks or meal periods to employees.

- Breaks of less than 20 minutes will not require the employee to clock out and will be considered compensable time
- Breaks of more than 20 minutes (i.e. errands) will require non-exempt employees to clock out and not to perform any work during that time
- Lunch breaks will be for a period of not less than 30 minutes, during which the employee may not perform any work

Lactation breaks

For up to one year after a child's birth, any employee who is breastfeeding her child will be provided reasonable break times as needed with the same rules for breaks as listed above. Williamson County has designated certain rooms for this purpose. Employees who work off-site or in other locations will be accommodated with a private area as necessary.

Reporting Time Worked and Leave Time

Timesheets must be approved and signed off by the employee and department designee, on the day indicated on the payroll calendar by the time indicated by the Auditor Payroll Department. Employee timesheets must be balanced to their regularly scheduled hours for the work week.

- Nonexempt: Employees must report all hours worked and leave time taken in the timekeeping system.
- Exempt: Employees do not enter the hours worked, must record leave time such as sick, vacation, and FMLA in the timekeeping system.
Holiday time is preloaded for all exempt employees. Payroll must be contacted to adjust holiday time if an exempt employee works on the holiday.

Time records are a governmental record and according to Texas Penal Code Section 37.10 you are tampering with a government record if you knowingly submit your time record inaccurately

Employee Leave Policies

Employees accrue vacation and sick leave on the last day of each pay period. The leave hours will be adjusted when employees have any unpaid leave, with the exception of workers compensation. The leave chart on the next page provides the policies related to the various leave types authorized by the County.

Don't forget to
check County
email daily!



Leave Chart

Use of accrued leave must be approved by the Elected Official or Department Head

Type	Rate of Accrual	Max Pay Out	Policy
VACATION 160 hours accrual max	< 5 years= 3 Hours 5 minutes per pay period	80 hours	<ul style="list-style-type: none"> Leave is accrued at the end of the pay period. Changes in work schedules, may result in adjustments to leave balances & accruals. Part-time employees earn 1.5 hours per pay period with the same max accrual as Full-time employees (Effective 10/1/16). Proration may occur for full-time employees that work less than 30 hours per week. Contact Human Resources for more information. Accrual max rates will change to max payout rates effective 10/1/2022
	5 to < 10 Years= 4 hours 37 minutes per pay period	120 hours	
	10 + years= 6 Hours 10 minutes per pay period	160 hours	
VACATION (EMS Paramedics on 24 hour Shifts) 168 hours accrual max	< 10 years= 5 Hours 32 minutes per pay period	144 hours (6 shifts)	<ul style="list-style-type: none"> May only be used for illness or medical appointment for employee or <i>qualifying</i> family member, as defined by FMLA. May not be used to care for a newborn child or the placement of a child with the employee for adoption or foster care without certification from the treating physician, of the child having a serious medical condition. May be required to provide documentation. Not a substitute for vacation. Part-time employees earn 1.5 hours per pay period with the same max accrual as full-time employee (Effective 10/1/16).
	10+ years = 6 Hours 27 minutes per pay period	168 hours (7 shifts)	
SICK LEAVE 480 hours accrual max	4 hours per pay period	N/A (Not paid at termination)	<ul style="list-style-type: none"> May only be used for illness or medical appointment for employee or <i>qualifying</i> family member, as defined by FMLA. May not be used to care for a newborn child or the placement of a child with the employee for adoption or foster care without certification from the treating physician, of the child having a serious medical condition. May be required to provide documentation. Not a substitute for vacation. Part-time employees earn 1.5 hours per pay period with the same max accrual as full-time employee (Effective 10/1/16).
SICK LEAVE (EMS Paramedics on 24 hour Shifts) 672 hours accrual max	6 hours per pay period	N/A (Not paid at termination)	<ul style="list-style-type: none"> Only available to full time employees. Must be used by the end of the fiscal year. EMS Paramedics on <= 12 hour shifts will receive 2 days/hours based on normal shift assignment.
FLOATING HOLIDAY*	2 (8 hours) days per fiscal year (Effective October 1, 2017)	N/A (Not paid at termination)	<ul style="list-style-type: none"> Dates are established by Commissioners Court annually, subject to change. Employee must work or be on approved paid leave the day before and after the holiday. EMS Paramedics will receive up to 12 hours based on normal shift assignment.
HOLIDAY*	<ul style="list-style-type: none"> Part time employees receive 4 hours Full-time employees 8 hours 	N/A (Not paid at termination)	<ul style="list-style-type: none"> May be granted following the death of a friend or family member at the discretion of your departments leadership. Documentation may be required. EMS paramedics will receive 2 days/hours based on normal shift assignment .
BEREAVEMENT LEAVE*	2 (8 hour) days per fiscal year (Effective October 1, 2017)	N/A (Not paid at termination)	<ul style="list-style-type: none"> Includes positions in Law Enforcement, Corrections and Emergency Services with some exceptions. Max of 4 hours per shift and must be used with 8 hours of holiday/floating holiday/beravement to cover shift as scheduled.
Non—Exempt PUBLIC SAFETY ADJUSTMENT	64 hours per fiscal year, does not roll over	N/A (Not paid at termination)	<ul style="list-style-type: none"> Includes positions in Law Enforcement, Corrections and Emergency Services with some exceptions. Max of 4 hours per shift and must be used with 8 hours of holiday/floating holiday/beravement to cover shift as scheduled.

*Refer to Non-Exempt Public Safety Adjustment policy

Leave Chart

Use of accrued leave must be approved by the Elected Official or Department Head

Type	Rate of Accrual	Max Accrual	Policy
CIVIL LEAVE	Includes jury duty, voting, work related court summons, USERRA (Uniformed Services Employment & Re-employment Rights Act)	N/A	<ul style="list-style-type: none"> Employee must show jury duty summons to their supervisor and must return to work if time permits. County employees will be paid if they are required to miss their regularly scheduled work shift, in addition to the jury pay from the court. Time off to vote may be approved due to unusual circumstances, please see Texas State Regulations. Leave may be approved when an employee is summoned to testify for a case that is work related only. The first 15 days (per fiscal year) of Military Leave (USERRA) will be paid without the requirement of leave usage by the employee. Beyond the first 15 days the employee may choose to use vacation leave or be placed on leave without pay. Contact HR for further information related to USERRA leave and benefit continuation.
BAD WEATHER	As determined by order of the County Judge	N/A	<ul style="list-style-type: none"> Employee must be at work or scheduled and ready for work on the day of office closure. Employees on approved leave of any type are not eligible. If office closure continues beyond 5 consecutive days, employees must use vacation pay, compensatory time, personal holiday or unpaid leave unless otherwise determined by Commissioners Court.
ESSENTIAL PERSONNEL LEAVE	As determined by order of the County Judge	N/A	<ul style="list-style-type: none"> Leave is granted when exempt employees must work during office closure that has been declared by the County Judge. EP leave must be used before the end of the current fiscal year.



Leave Chart

Use of accrued leave must be approved by the Elected Official or Department Head

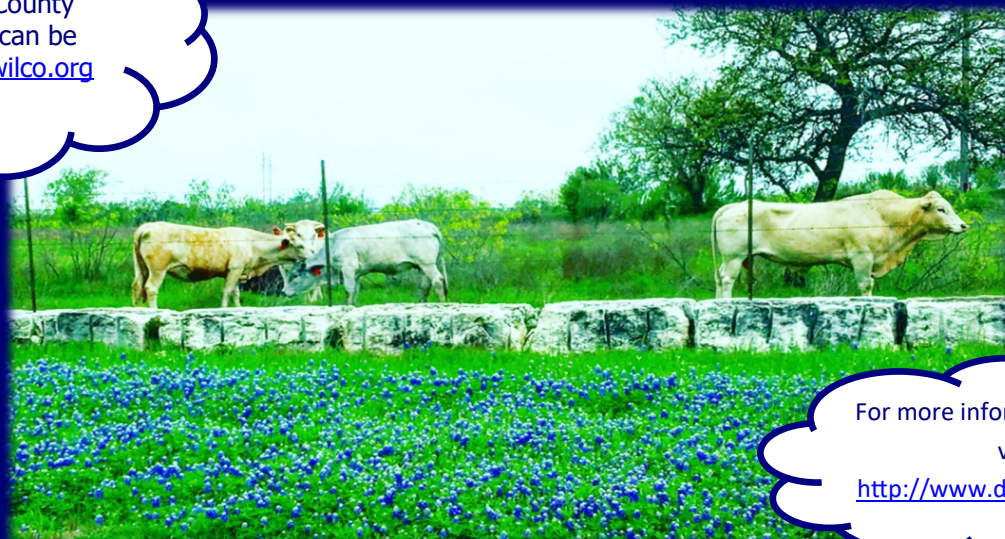
Type	Rate of Accrual	Max Accrual	Policy
BANKED HOLIDAY LEAVE	Determined by number of hours worked on the holiday.	200 hours	<ul style="list-style-type: none"> Will not be paid upon termination if earned after 10/1/14.
COMPENSATORY LEAVE	Refer to Overtime Policies for accrual.	240 hours	<ul style="list-style-type: none"> Must be used before vacation time.
WORKERS COMPENSATION LEAVE	Used by employees that must miss work due to an on the job injury.	N/A	<ul style="list-style-type: none"> Any on the job injury must be reported immediately, failure to report within 30 days of the injury may result in a denial of benefits including leave (Texas labor code Sec.409.001). HR will coordinate leave and medical care with the Worker's Compensation carrier. FMLA can run concurrently with lost time under workers' compensation and may provide for medical insurance continuation if you are receiving workers' compensation income benefits Contact HR for more information.

Wilco PTO leave time is applied in the following order:

1) Compensatory time 2) Vacation leave

Note: All leave accruals are based on time actually worked by the employee, leave accrues at the end of the pay period and will be adjusted or removed if the employee has any unpaid leave, other than workers compensation, in the pay week.

A list of County Holidays can be found on wilco.org



For more information on FMLA visit:
<http://www.dol.gov/whd/fmla>

Family Medical Leave Chart

As required by law, Williamson County will permit eligible employees to take family or medical leave ("FMLA leave"), in accordance with the terms of this policy

Eligibility	<ul style="list-style-type: none"> • Worked for the County for at least 12 months. • Worked a minimum of 1250 hours in the last 12 months.
Entitlement	Qualifying Reasons/Policy
Basic FMLA	
<ul style="list-style-type: none"> • 12 weeks, unpaid leave, per rolling year; if criteria is met including relationship rules 	<ul style="list-style-type: none"> • FMLA is unpaid time off to care for a newborn child or the placement of a child with the employee for adoption or foster care. Employees are not eligible to utilize sick leave or sick leave pool, without certification of the child having a serious medical condition. • To care for spouse, child, or parent of the employee who has a serious health condition. • Employee's own serious health condition. • Employees requesting leave to care for an immediate family member with a serious health condition, may be required to submit proof of the familial relationship, such as a birth certificate or marriage license. • Eligible employees with accrued leave will have the leave applied in the following order when the leave is related to a serious medical condition: sick, PTO, essential pay, banked holiday, floating holiday. • Eligible employees with accrued leave will have the leave applied in the following order when the leave is <u>not</u> related to a serious medical condition: PTO, essential pay, banked holiday, floating holiday. • Holiday leave will not bank, it will be utilized in the week earned.
Military Family Leave- Qualifying Exigency Leave	
<ul style="list-style-type: none"> • Any period of absence due to or necessitated by USERRA-covered military service must be counted in determining an employee's eligibility for FMLA leave. • Employees may be entitled to take their Basic FMLA Leave for a "Qualifying Exigency" if the employee's spouse, son, or daughter, or parent is a member of the National Guard, Reserves, or a regular component of the Armed forces, and on covered active duty or called to covered active duty. 	<p>Qualifying exigency is unpaid time off and may include:</p> <ul style="list-style-type: none"> • Short-notice deployment when the military member is notified seven or less calendar days prior to deployment. This is limited to 7 days of leave. • Attending certain military events related to the call to duty. • To attend to childcare and school activities necessary to arrange for alternative childcare necessitated by the call to duty. • To attend to certain financial and legal arrangements as a result of the military member's absence while on duty. • In some instances, to attend counseling arising from the covered active duty or call to covered active duty status of a military member. • To spend up to 15 days of leave with a military member on a short leave for rest and recuperation. • To attend post-deployment activities during the 90 days after the termination of the military member's covered active duty status or to address issues related to the death of a military member while on covered active duty. • To care for a military member's parent who is incapable of self-care when the care is necessitated by the military member's covered active duty, such as to arrange for alternative care for a military member's parent, to provide care on an immediate need basis or to attend meetings with staff at a military member's parent's care facility. • Other activities arising out of the military member's covered active duty or call to covered active duty as agreed upon by the Company and the employee. • Eligible employees with accrued leave will have the leave applied in the following order: PTO, essential pay, banked holiday, floating holiday.

Family Medical Leave Chart

As required by law, Williamson County will permit eligible employees to take family or medical leave ("FMLA leave"), in accordance with the terms of this policy

Entitlement	Policy
Military Family Leave- Service Member Caregiver Leave	
<ul style="list-style-type: none"> • Under certain circumstances, employees who meet the eligibility requirements for FMLA leave to take up to 26 weeks of leave in a single 12-month period to care for their ill or injured spouse, child, parent or next of kin (closest blood relative), who is a covered service member. • If a husband and wife both work for the Company and each wishes to take leave to care for a covered injured or ill service member, the husband and wife may only take a combined total of 26 weeks of leave. • The 26 weeks of leave includes any Basic FMLA leave taken. However, if the leave qualifies both for Basic FMLA leave and for Service member Caregiver Leave, then the leave will first be designated as Service member Caregiver leave. • The single 12-month period begins on the first day the eligible team member takes FMLA leave to care for a covered service member and ends 12 months after that date. If an eligible team member does not take all of his or her 26 weeks of leave entitlement to care for a covered service member during this "single 12-month period," the remaining part of his or her 26 workweeks of leave entitlement to care for the covered service member is forfeited. The 26 week leave entitlement is to be applied on a per-covered-service member, per-injury basis. 	<p>The term "covered service member" for purposes of Service member Caregiver Leave means:</p> <ul style="list-style-type: none"> • A member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. • A veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the first date on which the veteran takes FMLA leave to care for the covered veteran. <p>The term "serious injury or illness":</p> <ul style="list-style-type: none"> • In the case of a member of the Armed Forces (including a member of the National Guard or Reserves), means an injury or illness that was incurred by the member in line of duty on covered active duty in the Armed Forces (or existed before the beginning of the member's covered active duty and was aggravated by service in line of duty on covered active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating. • In the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period when the person was a covered service member, means a qualifying (as defined by the Secretary of Labor) injury or illness that was incurred by the member in line of duty on a covered active duty in the Armed Forces (or existed before the beginning of the member's covered active duty and was aggravated by service in line of duty on covered active duty in the Armed Forces) and that manifested itself before or after the member became a veteran. • Certification for the serious injury or illness of the covered service member may be required, the employee must respond to such request within 15 days or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

Please contact Human Resources for additional information below:

• *Since the laws and regulations governing military leave and military family leave are frequently being changed, if you have any military related leave request, please check with Human Resources to determine eligibility under the then current applicable rules*

- | | | |
|-----------------------------|---------------------------|-------------------------------------|
| • Restoration of Employment | • Relationship to PTO | • Status Reports |
| • Employee Benefits | • Notification | • Intermittent Leave |
| • Group Health Benefits | • Certification of Health | • Failure to Return from FMLA Leave |

Administrative Leave

Situations where administrative leave with pay are rare, but may be appropriate when the Department Head believes immediate action is necessary to protect an employee, the Department, the public, and/or needs additional time to investigate an employee's performance or behavior.

Type	Department	Policy
Administrative Leave (with pay)	Non-Elected & Elected Offices	<ul style="list-style-type: none"> • May not be used during or to extend FMLA. • Paid Admin Leave lasting more than ten days will require approval of the County Judge for <u>non-elected</u> offices only. • If the County Judge denies a request to grant admin leave with pay in excess of ten days, the <u>non-elected</u> office may appeal such denial to Commissioners Court. • The employee will be paid base wages, this will not count as hours worked for overtime purposes. • Medical benefits will continue at active employee rates. • The employee must contact his/her supervisor weekly, and remain available to return to duty with 12 hours' notice. • If the employee returns to work, he/she shall receive full credit for any suspended accruals/longevity/supplemental pay, unless determined otherwise. • Any paid leave time other than sick leave, that has been accumulated will be applied retroactively to the time spent on paid admin leave, upon returning to duty. • Leave will be applied as follows: compensatory time, vacation, banked holiday.
Administrative Leave (without pay)	Non-Elected & Elected Offices	<ul style="list-style-type: none"> • Temporarily suspends employees job duties. • Exempt employees may only be placed on admin leave without pay for serious infractions of workplace conduct policies. • Full days/full week periods are administered for Exempt employees on admin leave with out pay (partial days will not be granted). • Employees may not substitute accrued paid leave during unpaid admin leave. • Employee must coordinate payment of medical and dental benefits with the HR Department. • Employees may be required to periodically contact their supervisor.
Administrative Leave (with or with out pay)	Elected Offices County Auditor's Office Juvenile Services	<ul style="list-style-type: none"> • Must provide the Senior Director of HR with a written notice that sets forth: the name of the employee being placed on admin leave, whether admin leave is with pay or without pay, and the estimated duration of the leave. • If the employee is reinstated or terminated the Elected Official/Appointed Official must provide the Sr. Director of HR with the time and date of the employee's reinstatement/termination.
Administrative Leave (with or with out pay)	Non-Elected Offices	<ul style="list-style-type: none"> • Department heads and appointed positions who are direct reports to Commissioners Court may place an employee on Admin Leave with pay with HR consultation. • Subject to the oversight of Commissioners Court. • HR will provide proper notices/estimated time duration to the employee that is placed on paid admin leave.
Reinstatement	Non-Elected & Elected Offices	<ul style="list-style-type: none"> • The County does not guarantee the reinstatement of an employee on admin leave, unless reinstatement is required by some other protected leave.
Other Information	Non-Elected & Elected Offices	<ul style="list-style-type: none"> • Paid leave will not be accrued while employee is on any admin leave for one or more full pay periods. • Longevity or supplemental pay shall not be paid while employee is on any admin leave for one or more pay periods. • Supplemental pay is defined in the budget order.

Elected Officials are strongly encouraged to comply with all administrative leave policies that are applicable to employees in non-elected offices. As a part of the Commissioners Court budgetary responsibilities and fiduciary oversight of public funds, the Commissioners Court will consider the amount of time that an Elected Official has granted in administrative leave during the prior fiscal year. Elected Officials will continue to maintain the right to terminate employees under their sphere of authority or provide harsher penalties, within applicable legal rules, than those that are set out and encouraged herein. Elected Officials are strongly encouraged to consult with the Sr. Director of the Williamson County Human Resources Department prior to placing employees on administrative leave and prior to making reinstatement and termination of employment decisions.

To view the full policy visit: [policy center](#)

Sick Leave Pool

Membership	Policy
BENEFIT SUMMARY	<ul style="list-style-type: none"> • Per Texas Local Government Code Sec.157.075: A participating enrolled employee is eligible to use time contributed to the County sick leave pool if: because of a catastrophic injury or illness and the employee has exhausted all the accrued paid leave and compensatory time to which the employee is otherwise entitled. • Provides sick leave to an eligible employee once the employee has exhausted all accrued/ banked paid leave. • The maximum amount of Sick Leave Pool (SLP) time that may be granted per benefit year will not exceed 1/3 of the total amount in the SLP, or 240 hours, whichever is less, at the time of the request for SLP.
ENROLLMENT	<ul style="list-style-type: none"> • One year of full-time employment must be completed as of first day of open enrollment. • A minimum of 8 Hours and no more than 40 hours must be contributed. • Must enroll each year during benefits open enrollment. • Contributed sick leave hours will be deducted on the 1st day of the pay period which includes January 1st.
QUALIFICATION	<ul style="list-style-type: none"> • An employee with an illness or injury that makes them unable to perform their job while on approved FMLA for their own serious medical condition. • SLP time will not be granted to an employee when they are receiving workers' compensation income benefits under the Texas Workers Compensation Act. • SLP time will not be granted beyond the end date of approved FMLA leave (12 week max). • There is no guarantee that an employee will receive or be eligible to be reimbursed for any time that they contribute. • Employees cannot receive time from the SLP if they are placed on temporary suspension, administrative leave, authorized non-medical leave without pay or are otherwise terminated.
PROCEDURE	<ul style="list-style-type: none"> • Employees must apply for permission to receive SLP benefits. (Contact the Human Resources Department for more information) • Upon receipt of the completed SLP benefit request, Human Resources will review the request, along with the FMLA documentation.
UTILIZATION	<ul style="list-style-type: none"> • The number of hours granted through the SLP will be based on the FMLA documentation. • SLP time may only be used for approved workdays and for holidays. • SLP benefit end when the employee returns to work, exhausts the SLP benefit, upon separation, suspension or administrative leave.
CONTRIBUTIONS	<ul style="list-style-type: none"> • Employee contributions of sick leave hours are irrevocable. • Sick leave hours that are contributed become the property of the SLP and cannot be returned. • Time contributed to the SLP cannot be designated to a particular employee. • If, at any time, the SLP balance falls below two times the number of members, each member will be required to contribute eight additional hours to maintain membership. • An employee separating from employment may contribute up to 80 hours of sick leave to the SLP. • All unused time that was granted to an employee from the SLP shall be returned to the pool.
DISCLAIMER	<ul style="list-style-type: none"> • The County may discontinue and/or terminate the SLP program without cause, legal repercussions, or ramifications with 120 day written notice to all participating employees. • If any provision of this SLP is determined to be invalid or unenforceable, it is the intention of the County that the provision will be reformed to the best extent possible in its sole discretion. • The guidelines, terms, and conditions of this SLP program may be amended at any time. The Commissioners Court must approve any recommended amendment.

Work Environment

Benefits

Williamson County offers an excellent comprehensive benefits package to all full time employees. Benefits are administered by the Benefits Administration team which is a division of the Human Resources Department. Benefit plans are reviewed annually by the Benefits Committee which has the responsibility to make final recommendations to the Commissioners Court for approval. Additional benefit information is provided in the chart below:

Benefits

- Full time employees are eligible for medical, vision, dental, group term life, voluntary term life, FSA and voluntary supplemental/benefits coverage on the first of the month, following the completion of 60 days of employment.
- Current employees can make changes to benefits only during open enrollment or due to a qualified life event.

Type	Policy	Premium Payment
Medical Vision, Dental	<ul style="list-style-type: none"> • Full-time employees must enroll during initial open enrollment period and/or subsequent open enrollments. 	<ul style="list-style-type: none"> • Employees are responsible for the employee portion of all benefit premiums. If an employee is on leave without pay(LWOP), for any reason, unpaid premiums must be paid through payroll deductions upon return to work. • Employees who do not return to work, after LWOP, are responsible for unpaid premiums. • Failure to pay premiums will result in termination of benefits. Benefits termination will be determined based on the last payroll deduction. • Upon retirement, the retiree benefit premiums must be paid prior to the month of coverage.
Voluntary Term Life	<ul style="list-style-type: none"> • Full time employees may purchase additional voluntary life insurance for themselves and their dependents during initial enrollment or during open enrollment. 	
Short Term/Long Term Disability (STD/LTD)	<ul style="list-style-type: none"> • Full time employees may select STD/LTD during open enrollment. If STD/LTD are not selected during the initial open enrollment, or if there is a gap in coverage, an application will need to be submitted prior to coverage enrollment. 	
Flex Spending Account (FSA) Health & Dependent Care	<ul style="list-style-type: none"> • Full time employees may elect FSA during initial benefit enrollment or subsequent open enrollments. • Maximums may apply. 	<ul style="list-style-type: none"> • If an employee is on leave without pay, for any reason, the employee is responsible for the elected benefit deduction to be paid within the same elected tax plan year of the elected benefit. • Contributions may be paid by the employee: <ul style="list-style-type: none"> • After tax payment during leave without pay • Pre-tax payroll deduction upon return • If contributions are unpaid, benefits may be terminated back to the last date of the pay period in which premiums are paid.
Group Term Life	<ul style="list-style-type: none"> • Full time employees receive group life insurance for themselves and covered spouse/children at no cost. 	<ul style="list-style-type: none"> • Premiums paid by employer regardless of active employee status.
Voluntary Supplemental/Benefits	<ul style="list-style-type: none"> • Full time employees may purchase these additional offerings during initial open enrollment or during a subsequent open enrollment. 	<ul style="list-style-type: none"> • If an employee is on a leave without pay, premiums must be paid directly to vendors to avoid cancellation. • Once the employee returns to work, premiums will be deducted from paycheck as previously scheduled.
EAP	<ul style="list-style-type: none"> • EAP services are provided at no cost to all full time employees. 	<ul style="list-style-type: none"> • n/a
Retirement	<ul style="list-style-type: none"> • Williamson County has a very generous retirement plan which all full-time and part-time employees are required to contribute to every pay period. 	<ul style="list-style-type: none"> • n/a

Expenditure Guidelines

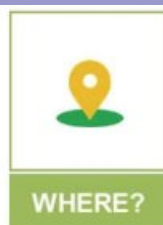
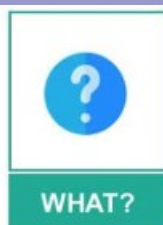
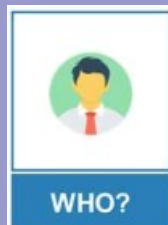
Type	Policy
Continuing Education & Training	<ul style="list-style-type: none"> • If the County requires an employee to attend a training/certification program directly related to their job description, the County may pay for the full or partial cost of the program including any training materials, exam, or licensing fees. • If the County pays for any portion of the class/training program and other fees, the employee must complete the requirements of the program including passing any exams required or the employee may be required to reimburse the County. • Recertification of any required job related certifications may be paid for by the County and are limited to two times for each renewal period. • The employee will be responsible for paying any further recertification costs if unsuccessful on the first two attempts and the employee will not be reimbursed. • Employees must have written approval from the Department Head/Elected Official for all second attempts for recertification. • The funds for these items must be available in the departments training budget.
Tuition Reimbursement	<ul style="list-style-type: none"> • The County may pay for tuition, related to obtaining a degree directly relevant to County business, as defined by the office or department involved, and pre-approved by the County Auditor for full time employees. • The training class/work must provide the skills and/or knowledge that is directly related to the job description. • A copy of the job description and the course/certification description must be submitted with the approval request. • The funds for these items must be available in the appropriate department's training budget • If approved, the County will reimburse only the actual number of credits per each course up to a total of 6 credit hours per fiscal year. • After completing the course(s)/testing and achieving a passing grade, per course requirements, employees may apply for reimbursement of 100% tuition or testing fees not to exceed that which would be payable at a state supported college or university.
Off-Site Staff Development	<ul style="list-style-type: none"> • Off-site staff development is a period away from normal activities for study and instruction under a professional trainer or a subject matter expert. • Off-site staff development is limited to once per fiscal year, per department/division. • The total cost for off-site staff development should not exceed the normal and/or customary cost for individual employee training expenses and meal reimbursements should not exceed the daily per-diem rate (per employee). • A list of attendees must be submitted for documentation as required by IRS Publication #463 (a sign up sheet is required).
Seminars & Conferences	<ul style="list-style-type: none"> • All training should be obtained at the closest possible location. • If an employee is registered to attend a training opportunity and is subsequently not able to attend, a County substitute should attend in their place or request a refund. • Only job related training will be processed for payment. • An employee can request payment directly to the seminar/conference by submitting a check request form to the Accounts Payable department with proper backup documentation, may take up to 20 days for processing. • Employees will not be reimbursed for registration fees until after the conference/training has taken place. • A receipt is required for all fees related to the conference/training.

Expenditure Guidelines

Type	Policy
Airfare	<ul style="list-style-type: none"> • Employees are responsible for excess cost and additional travel expenses resulting from taking an indirect route, an early departure, or a delayed return trip for personal preference or convenience (supporting documentation showing the fee comparison is required). • Airfare must be paid directly to the airline or Accent Travel, (i.e. no other travel agencies such as Expedia). • Airfare purchased on a personal credit card will be reimbursed after the trip has been completed. • Air travel delays which require an overnight stay may be reimbursed with documentation supporting the delay if the airline has refused to provide complimentary lodging. • The County will not issue reimbursements for tickets purchased with frequent flyer miles. • A maximum of 2 bags will be reimbursed, excessive bag fee charges are not refundable. • For out of state travel, the County will reimburse personal auto mileage not to exceed what would have been the applicable airfare (Southwest Wanna Get Away) plus estimated ancillary charges such as airport parking, rental car, etc.
Car Rental	<ul style="list-style-type: none"> • Travelers may rent a car at their destination when it is less expensive than other transportation modes such as taxis, airport shuttles or public transportation. • Cars rented should be economy or mid-sized (luxury vehicle rentals will not be reimbursed). • Renting cars for travel within the County is prohibited unless otherwise approved by the Auditor's Office. • An employee may rent a car to travel to the business destination outside the County, only if the total cost of the rental is less than the mileage reimbursement cost, documentation showing the cost comparison between the rental cost and mileage may be required. • The rental car must be returned with a full tank of gas unless it has been pre-paid. Please use the less expensive option. • Rental cars must be rented from a nationally recognized company. (i.e. Hertz, Enterprise, etc.) • The rental agreement and the charge card receipt (if applicable) must be turned in with the expense request. • Insurance purchased when renting a vehicle may also be reimbursed. • The County has a government account with Enterprise, which includes insurance. Contact the Auditor's Office for the account number. It is strictly for business purposes. • A motor vehicle rental tax exemption certificate should be completed and turned in at the time of the rental for all vehicle rentals inside Texas (form located on the Auditor's Portal).
Personal Car Usage	<ul style="list-style-type: none"> • Any county official or employee who is authorized to use their personal vehicle to travel on official County business may be entitled to receive a reimbursement equal to the standard mileage rate allowed by the IRS. • For changes in work site, mileage is only reimbursed between County offices, it is not reimbursed when initially reporting to an alternate work location, or returning home from the alternate work location. • Mileage will be reimbursed based on the most common route, including toll roads (if a detour, note the detour and the additional mileage due to the detour). • For out of state travel, the County will reimburse personal auto mileage not to exceed what would have been the applicable airfare (Southwest Wanna Get Away) plus estimated ancillary charges such as airport parking, rental car, etc. • Reimbursement for mileage is prohibited between place of residence and usual place of work. • Mileage should be calculated from an employees regular place of work or residence, whichever is the shorter distance when traveling to a meeting, conference, or seminar. • When more than one employee travels in the same vehicle, only the driver may claim mileage reimbursement. • To be reimbursed for the use of a personal vehicle, travelers must provide the following information on their expense report, per IRS guidelines: date, location traveled to and from, purpose of travel and number of miles traveled. • Tolls and parking fees, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of the expense must be submitted for reimbursement. • Airport parking fees are limited to \$15 per day (ABIA economy lots B-G are least expensive). • It is the responsibility of the employee to keep track of mileage. • Employees assigned to a County vehicle are not eligible for mileage reimbursement. • Operating and maintenance expenses, as well as other personal expenses (such as parking tickets, traffic violations, car repairs and collision damage) are not reimbursable.

Expenditure Guidelines

Type	Policy
Lodging	<ul style="list-style-type: none"> • Lodging expenses are reimbursed only if travel is beyond a 45 mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626. • Government rate or least expensive rate should be requested at all times. • Hotel accommodations require an itemized hotel folio as a receipt. • When lodging is shared by two or more employees, the names of the authorized travelers should be noted on the receipt. • Personal telephone charges, whether local or long distance, are not reimbursable. • Single room rate charge plus any applicable tax is reimbursable, no exceptions.
Meals	<ul style="list-style-type: none"> • The reimbursement for meal costs in travel of less than one day will be reimbursed on the employee's paycheck and will be processed as taxable income. • Meals are reimbursable only for County business trips that are outside the County with the exception of; Commissioners Court meetings that extend beyond 1:00 p.m. and off-site staff development opportunities that are held within the County. • Meal reimbursements are limited to a maximum of \$50.00 per day: <ul style="list-style-type: none"> • \$20.00 for meals when traveling outside the County for day trips. • \$20.00 for meals on day of return for overnight travel (unless returning after 8pm). • \$50.00 for meals when traveling outside the County with an overnight stay or work hours extend beyond 8:00pm (documentation may be required). • If an overnight stay is required, out of County, but the stay does not exceed a 45-mile radius from the Historic Courthouse, an employee may claim an amount up to the \$50.00 overnight allowance for meals, lodging will not be reimbursed. • \$50.00 for meals when traveling outside the County for day trips and the work hours extend beyond 8:00pm (documentation may be required). • Any meals related to business travel cannot be charged to the p-card except in certain cases, approved in advance by the Auditor. • All meals not associated with an overnight stay are taxable. • Meal receipts are not required for per-diem. • Alcoholic beverages are not reimbursed. • If employment duties require traveling to alternate work locations within the County, meals are not reimbursable. • Meals purchased for entertainment/business purposes are not allowed. • Meal reimbursements are paid for County employees only.



Expenditure Guidelines

Type	Policy
General Travel Information	<ul style="list-style-type: none"> • An advance will not be issued for travel expenditures. • All travel expenses must be supported with an itemized receipt. • Purchases for airfare, hotels, car rentals, and expense reimbursements, all require back-up documentation indicating the business purpose of the expense. Acceptable documentation must contain the dates, location and purpose of the trip, which could include the following: training/meeting agenda, certificate of completion, conference registration, etc. • Reimbursement for transportation costs will be at the most reasonable means of transport, such as purchasing Southwest Airlines tickets at the Wanna Get Away rate. • Additional expenses associated with the extended travel (such as a Saturday night stay) may be reimbursed when the cost of airfare would be less than the cost of additional expenses (lodging, meals). Documentation is required to justify the expense. • The use of travel websites such as Expedia, Priceline, Travelocity, etc., are prohibited as these expenses and taxes are not itemized, and generally do not have cancellation policies. Rental cars may be an exception if an itemized receipt is available. Accent Travel is available for booking airfare, and there is an account setup for the County. • Cancellation fees or unused travel expenses, are not reimbursable unless due to a business related expense, or a personal emergency as approved by the County Auditor. Documentation for the change must be submitted for consideration. These include fees related to changing or canceling a flight, cancelation fees related to lodging, or unused travel arrangements. • Personal purchases using a p-card are not allowed. If a charge is made on a p-card for a personal purchase (by mistake), employees must include a check made payable to Williamson County, with the p-card statement. • Expense reimbursements & p-card statements both require their own backup documentation (who, what, when, where) as applicable.
Expense Reimbursement	<ul style="list-style-type: none"> • With the exception of per diem and mileage, all requests for reimbursement require itemized receipts. • Each expense reimbursement must have the employee signature and department head approval. • All expense reimbursements must be received in the Auditor's Office within 60 days of the incurrence of the expense. Any items over the 60 days will be denied reimbursement; unless specifically approved by the County Judge. • Tax for meals, airline tickets, hotel stays and parking are normally the only taxes that will be reimbursed for purchases. The sales tax exemption form is available on the Auditor's Portal. • Employees are responsible for repayment of inappropriately reimbursed expenses whenever an audit or subsequent review of the travel expense reimbursement documentation finds an employee submitted reimbursement contrary to these guidelines. • Expenses incurred due to an employee or an elected official serving on a board or committee of an association related to County employment will only be reimbursed to the extent that the association does not reimburse. Documentation of the request for reimbursement, will need to be provided from the association along with the association's denial of the request. • The Auditor's Office may request additional documentation for any or all reimbursements. • Reimbursements for business travel require documentation showing the purpose of the trip, the location, the dates, and the person attending. (who, what when, where) • Hotel folios should be included as backup when possible.

Non-Reimbursable Expenses

Type	Examples
Personal Purchases	<ul style="list-style-type: none"> • Damage to personal items (clothing, vehicles/auto repairs, etc.). • Personal phone calls. • Laundry services or personal clothing. • Personal doctor bills, prescriptions, and other medical services. • Entertainment, movie rentals, saunas, massages, or exercise facilities. • Baby-sitter fees, personal kennel costs, pet or house sitting fees. • Expenses incurred by a spouse or other individual accompany you on a business trip.
Meals Food Drink	<ul style="list-style-type: none"> • Coffee, tea, and other related items used by employees while in the office. • Alcoholic beverages/tobacco products. • Drinking water services. • Refreshments for office parties, retirements, etc. (Excludes Employee Fund Allowable Events).
Travel	<ul style="list-style-type: none"> • Short term or valet parking at the airport (other than short term parking related to prison transports). • Parking should not exceed \$15 per day. Economy B-G lots are long term parking lots at ABIA, and are approved for County Employee Parking. • Non-Airport Parking: Valet service is not an option unless safety is a concern. • Mileage to/from County functions, not related to official County business (ex: retirement party). • Transportation to places of entertainment or similar personal activities. • Excessive weight baggage fees or cost associated with more than two airline bags. • Upgrades to airfare, hotel or car rental.
Miscellaneous	<ul style="list-style-type: none"> • Expenses related to County Government Week or holiday decorations. • Flowers/Plants • Greeting, thank you, or holiday cards. • Fines and or penalties. • Credit card delinquency or service fees. • Lifetime memberships to any association. • Donations to other entities. • Any items or fees that could be construed as campaigning, i.e., Chamber of Commerce dues or other civic organization dues, fees for parade entry, items with elected officials name (other than letterhead). • Sales tax on goods purchased. • Community outreach items exceeding \$2 per item.

Per section 52 of the Texas State Constitution, all items using County Funds must serve a direct benefit to the County. Any non-reimbursable expense or charge on the County Procurement Card, must be reimbursed to the County as soon as possible.

Expenditure Guidelines

Type	Policy
Uniforms	<p>The relevant elected official will issue uniforms for law enforcement and corrections personnel, subject to policies. Uniforms for all County personnel are subject to the following County-wide policy*:</p> <ol style="list-style-type: none"> 1. Employees will not be issued a uniform, unless the department head has determined that the wearing of a uniform is a reasonable job requirement. 2. All uniforms will be distinctive and not adaptable for personal use. Items that can be easily converted to everyday use, such as jeans and most footwear are taxable to both the employee and the employer. The employee will be taxed for these types of purchases on their paycheck. 3. The uniform must be worn at all times while on duty, required by management as a condition of employment. The uniform may also be worn while traveling directly to or from a location where the uniform is required or while on an authorized meal or other break. The uniform may not be worn at any other time. 4. All uniforms and other County property must be promptly returned if County employment ends. 5. Employees will not be issued a uniform without written acknowledgment of this policy. 6. Current budgeted funds cannot be expended for uniforms except in compliance with this policy. 7. Footwear including the type/brand for all departments must be approved during the budget process. <p>*The Commissioners Court must approve uniform funding for any official, employee, or reserve deputy.</p>
Other Expenses	<ul style="list-style-type: none"> • A department may purchase small appliances (i.e. microwaves, refrigerators) for the convenience of their employees. • Only paid receipts will be reimbursed. • For additional details on ineligible expense items refer to the County Budget Order. • If a receipt is unattainable or is lost, a written statement must be submitted for the expense. • Reasonable tips are allowed for alternate means of transportation, such as taxis, shuttles, and Uber rides.
Employee Recognition Expenses	<ul style="list-style-type: none"> • Employee recognition expenses should be nominal in nature and will only be reimbursed up to the amount designated in the Budget Order. • Employees can be taxed for these items. • In order to avoid an item being taxable, recognition items must clearly identify the purpose. The following purchases will be allowable for the following: Employee Recognition: <ul style="list-style-type: none"> • Plaques, awards or certificates of recognition for service • Plaques, awards or certificates of recognition for retirement • Plaques, awards or certificates of recognition for exemplary job performance • Employee requirements: <ul style="list-style-type: none"> • \$40 for employees with up to 15 years of service • \$80 for employees with more than 15 years of service • No reimbursement of sales tax will be allowed. • Refer any questions to the Auditor's Office for clarification of purchases in this area prior to incurring expenses. • The purchase of gift cards, refreshments, except as indicated in the Budget Order (cakes, drinks, etc.), or meals is not allowable as they are taxable items.

Compensation

Compensation Philosophy

The objective of the County compensation system is to demonstrate the honor and value we place on working in public service. Accordingly, the County's total compensation policy is to be competitive within the relevant, comparable labor markets by:

- Basing our minimum salaries on the market median
- Recognizing outstanding performance and organizational contributions through the use of the merit pay policy
- Maintaining the public trust in the County's financial stewardship
- Ensuring accountability for compliance with all Federal, State and local laws, as well as County policies

Salary Study

It is the intention of the Commissioners Court that a comprehensive salary study be conducted for every position classification at least once every five fiscal years. Some positions may be reviewed more often based on factors including high turnover, recruitment difficulty or market demand.

Participant	Role and Responsibility	Policy/Process
Commissioners Court	<ul style="list-style-type: none"> • The Commissioners Court shall set the amount of compensation, office and travel expenses, and all other allowances for County and precinct offices and employees who are paid wholly from the County funds. 	<ul style="list-style-type: none"> • Sec. 152.011, Texas Local Government Code
Human Resources	<ul style="list-style-type: none"> • Maintains all official job descriptions. • Works closely with departments/offices to clearly understand structure & how each position fits within the organization. • Identifies positions to be reviewed during the current salary study. • Gathers & analyzes market data. • Provides recommendations to the Commissioners Court. 	<ul style="list-style-type: none"> • The position classifications that have been identified for the study will be presented to Commissioners Court. • Kick-off & other meetings as necessary will occur between HR & participating departments/offices throughout the salary study. • Job descriptions & job analysis tools will be reviewed and/or updated prior to data collection. • Requests will be sent to the identified market entities. (see Market below) • Data received will be analyzed & compiled. • Pre-recommendation meetings will occur between HR & department/offices. • Recommendations will be presented to Commissioners Court. • Post-recommendation hearings will be scheduled for departments/offices that wish to address Commissioners Court. • All changes will be effective in the new fiscal year following Commissioners Court approval.
Departments/Offices	<ul style="list-style-type: none"> • Each department/office will select a designated point of contact. • Works closely with HR to ensure that the organization structure and positions are fully understood. 	<ul style="list-style-type: none"> • Attends meetings throughout the process. • Completes job analysis tools as needed.
Market (based on population, entity structure and/or geographic location)	<ul style="list-style-type: none"> • Provides substantiated market data for the identified positions. 	<p><u>Counties used for the study will be:</u> Bell, Brazoria, Hays, Montgomery, Fort Bend, Denton, Collin & Travis</p> <p><u>Cities used for the study will be:</u> Cedar Park, Georgetown & Round Rock</p> <p>*This list may be amended as needed based on unique attributes of some position classifications</p>

Salary Study Findings

Human Resources is responsible for conducting the salary study and making recommendations to Commissioners Court based on the findings. Recommendations require Commissioners Court approval for implementation.

Recommendation	Policy/Process
Title Change	<ul style="list-style-type: none">• Titles may be recommended for change when it is determined that a new title would better reflect the required job duties, responsibilities and/or market standards.• Some job titles are unique and therefore can only exist in the departments/offices that manage the services of those position types (example: the position title "Corrections Officer" can only exist within the Sheriff's Office)
Pay Grade Increase	<ul style="list-style-type: none">• Pay grade increases may be recommended when the salary study data indicates that the current minimum salary is below market median.• Employee's moving up in pay grade will be adjusted to the minimum of the new grade, if current salary is a lesser amount.
Pay Grade Decrease	<ul style="list-style-type: none">• Pay grade decreases may be recommended when the salary study data indicates that the current minimum salary is above market median.• An employee with a current salary that is above the new pay grade maximum will not receive a reduction in pay, however, merit eligible positions will be limited to a lump sum merit.
FLSA Exemption Status	<ul style="list-style-type: none">• Fair Labor Standards Act (FLSA) exemption status will be updated when it is determined that the position is currently misclassified, as required by law.• The update will occur at the beginning of the next pay period following the determination for any position that must be changed from exempt to non-exempt and as determined most appropriate for a change from non-exempt to exempt.• Compensatory time will be paid at the time of the update, for positions changing status from non-exempt to exempt.

Compensation

Pay Frequency and Work Week

Payday is every other Friday, or the last business day prior to any holiday that falls on a Friday.

- A pay period consists of two weeks' pay ending on the Thursday of the previous week before pay day.
- The official work week for County departments is 12:00 a.m. Friday to 11:59 p.m. Thursday unless otherwise notified.
- The official work week for the 911 Emergency Communications Department is 6:00am Friday to 5:59am the following Friday.
- The payroll calendar is located on the Auditor's Portal.

Payroll Corrections

Underpayment: Any underpayment in compensation for 16 hours of regular pay (excludes OT or supplemental pay) or less will be processed on the following pay cycle.

Overpayment: No employee is entitled to retain any pay in excess of the amount he or she has earned according to the agreed-upon rate of pay. If an employee has been paid in excess of what he or she has earned, the employee will need to return the overpayment to the County as soon as possible. Any overpayment will be regarded as an advance of future wages and absent repayment, will be offset in whole or in part from the next available paycheck(s) until the overpaid amount has been fully repaid. Each employee will be expected to sign a wage authorization agreement to acknowledge the amount and provide for the offset.

Deductions: Every effort is made to apply deductions accurately. If you have any questions about insurance/benefits deductions, contact the HR Benefits Department. If you have questions about any other deductions from your pay, please contact the Auditor Payroll Department immediately.

Discrepancies: If your pay does not accurately reflect all hours worked, you should report your concerns to Human Resources. Every report will be fully investigated and corrective action will be taken. In addition, the County will not allow any form of retaliation against individuals who report alleged violations of this policy.

Pay Schedules (pay charts)

Williamson County has multiple pay schedules that cover all classified positions. These pay schedules are approved by the Commissioners Court. For more information on current pay schedules refer to the internal Human Resources website.

Timeline for Compensation Changes

Salary study changes, approved COLA's, annual tenured based LE and C step increases, and any other compensation changes approved during the annual budget processes are effective October 1 each fiscal year.

If merit is allocated through HR driven bulk upload, reviews should be completed and merit keyed on the HR provided spreadsheet by November 1. Merit can also be allocated through Oracle and entered by the department throughout the year after the bulk upload until early August.

Don't forget to check
pay slips online at any
County Computer!



Compensation



Court Reporters

Employment Status

Court Reporters are non-exempt employees of the County that perform primary duties for the Court and also may have secondary independent contractor jobs preparing transcripts. In this second statutory role, who ordered the transcript and when the transcript is prepared dictates whether the Court Reporter is paid wages for time worked, or paid by the page for producing the transcripts.

Work Hours

When Court Reporters are working for the Court, recording and reading back court proceedings, attending court hearings, or preparing transcripts for the Court at work or on special assignment by the Court, these are hours worked that must be recorded. An example of "on assignment by the Court" includes instances where the Court Reporter is required to perform duties at the direction of the Court in another location, or when the Court instructs the Court Reporter to work away from the Court House to complete a transcript for the Court.

Court Reporters are required to accurately record actual time worked for the Court, including time when they are required to be at the Court or at any other designated place to perform work. Any hours worked beyond forty hours in the work week shall be compensated with compensatory leave, pursuant to the County's policy. Vacation leave, sick leave, compensatory leave or holiday leave must be used for any scheduled work time missed during the pay period.

Transcripts Prepared For or Paid By the Court/State/or Local Government

Transcripts (1) prepared for the Court, any judge, another court, County Attorney, District Attorney, Attorney General, State, State Agency, Public Defender, or any other public entity or person, or (2) paid for by the County for a public entity or private attorney, are subject to the following rules:

- **Transcripts Prepared During Working Hours**

Transcripts prepared for the public entities and persons listed above as a part of the Court Reporter's daily or assigned duties during work hours shall be paid their salary wages for all hours worked, but no additional pay per page of transcripts prepared at work.

- **Transcripts Prepared Outside of Hours Worked**

Transcripts prepared for the public entities and persons listed above, by the Court Reporter on his or her own time and outside of any other work for the Court (i.e. attending, recording and reading back court proceedings), shall be paid the maximum established per page rate for transcripts established by the Court, or State, as may be applicable, for such transcripts prepared by the Court Reporter. Time spent preparing transcripts for these parties outside of work, on the Court Reporter's own time, is not considered time worked and no salary wages or overtime will be paid in relation to this time.

- **Private Paid Transcripts**

Private paid transcripts are ordered by third parties such as attorneys, media, etc. Preparation of transcripts, including any portion thereof, for private paid clients cannot be conducted during the normal work hours or utilizing County equipment, office space or supplies. This is an independent contractor relationship between the Court Reporter and the third party client, and the production of the transcript must be performed outside of hours the Court Reporter performs work for the Court. The fees and collection of payment for these transcripts shall be freely negotiated between the Court Reporter and the third party client, and are not set by the judge who presided over the proceedings.

Compensation

Salary and Position Changes

The chart below indicates the policies related to pay increases and decreases due to position changes, vacancies and/or merit. All changes are contingent on budgeted fund availability. Any funds remaining in a department merit line items will roll over each budget year unless otherwise determined by the Court. Any request outside of these policies will require the approval of Commissioners Court.

Salary/Position Changes

Type	Description/ Policy	Pay +	Pay -	Approval Process	Additional Information
Merit	<ul style="list-style-type: none"> Merit funding can only be used for performance pay increases. Merit is awarded based on job performance which is evaluated by the applicable department head or elected official. Therefore, an employee must receive a performance evaluation in order to be eligible for a merit increase. An employee is eligible for merit after 90 days in their current position. 	Max of 5% per employee, per budget year* authorized as a merit percentage amount and issued as a lump sum only.	N/A	<ul style="list-style-type: none"> Oracle workflow required Each processing period will have a cut off date. Employee must have completed 90 days of employment by that date A line item transfer form must be submitted in addition to the workflow Merit can only be transferred out of the merit line item Merit is not transferrable between positions 	<ul style="list-style-type: none"> District Court Reporters, Elected Officials, Director of Juvenile Services, County Auditor, Positions on the LE and C Charts are not eligible for merit increases. Merit for small departments with 4 or less merit eligible employees that do not roll up to a department with an 8000 account, will be granted merit at 1% higher than the amount approved by the Commissioners Court not to exceed 5%. (i.e. if the Court approves merit at 3%, the small departments will receive 4%) Verification of evaluation required.
Position Salary Surplus	<ul style="list-style-type: none"> Cannot be used for merit increases. Cannot be requested to be moved between positions after February 15th. 	Refer to filling a vacancy, promotion and or reclassification policies.	N/A	Refer to filling a vacancy, promotion and reclassification policies.	Contact HR for additional requirements.
Lateral Moves	When an employee moves to a new or like position with the same grade.	Can utilize money on new position up to employee's current salary.	Can utilize money on new position up to employee's current salary.	Oracle workflow required	Employees cannot receive a salary increase when they move laterally, outside of merit. Normal merit policies apply.
Filling a Vacancy	When a current employee separates from employment or position Applies to B Chart only	<p>A vacant position may be filled with a salary up to 15% above the minimum of the pay grade, effective 10/1/2018.</p> <p>See promotion for current employees (no additional pay increases in the first 12 months with the exception of merit)</p>	N/A	Oracle workflow required	The maximum salary for a position cannot exceed the budgeted annual salary even if the full amount may not be used during the budget year due to the position being vacant for part of the year. (i.e. budgeted salary = \$30,000, position vacant 6 months = \$15,000 not used, when filled the maximum salary cannot exceed \$30,000 even though \$15,000 is unused).
Retention	An increase in pay that is awarded to an employee, as an incentive to retain them in their current position, when the employee has received a bona-fide job offer from another department or employer or there is a high risk that the employee will be recruited or seek employment for a similar position with another employer/department with a higher salary.	Maximum of 10% above the current salary*	N/A	Approval by Commissioners Court, public hearing required Change will be effective on the first pay period after Court approval Oracle workflow required Verification required	Contact HR for additional requirements.

*15% maximum annual (budget year) increase per employee (includes retention, merit, re-organization and reclassification, does not include promotions or salary study changes). Multiple pay changes cannot be processed on the same day.

Compensation

Salary/Position Changes

Type	Description/Policy	Pay +	Pay -	Approval Process	Add'l Info
Promotion	<ul style="list-style-type: none"> When a current employee is hired into a different position with a higher pay grade. No additional pay increases in the first 12 months with the exception of merit. 	Max 15% above minimum of the pay grade, effective 10/1/2018, or 10% above current salary, including overtime average, whichever is greater. [Cannot exceed maximum of pay grade or budgeted amount for position]	N/A	<ul style="list-style-type: none"> Oracle workflow required HR will partner with Payroll and provide an overtime rate. 	Promotions and Merit cannot be processed during the same pay period
Demotion	When a current employee is hired into a position with a lower pay grade or is demoted to a lower pay grade.	N/A	Maximum decrease to the minimum of the new pay grade	Oracle workflow required	<ul style="list-style-type: none"> Written justification required Salary may remain the same if within the new pay grade
Shift Transfer	<ul style="list-style-type: none"> Current employee is transferred to a different shift with a higher pay grade. Viewed as lateral move. 	Cannot exceed max of pay grade or budgeted amount on the position	N/A	Oracle workflow required	
Reclassification	<p>A change in one or more positions which impacts the organization chart of the department or elected office as a result of one of the following:</p> <p>1. A position conversion is a significant change (defined as 40% or more) to the job description that includes the addition or deletion of significant duties and/or responsibilities. Will include title, grade, and/or FLSA status change. If the conversion results in a position change that is not consistent with the original intent of the position, it will be reviewed by the Budget Office.</p> <p>2. A minor reclassification (less than 40%) cannot occur outside of the Salary Study process, with the exception of changes that are due to turnover in a key position (elected/appointed official, department head or director) or a change to FLSA status as determined by HR.</p> <p>3. Human Resources will review all reclassification requests and recommended changes will be placed on the Commissioners Court agenda for approval.</p> <p>A position can only be reviewed for reclassifications during the annual budget, or between November 1st and February 15th. *May require a public hearing</p>	Minimum of the pay grade or up to 10% above current salary as determined appropriate during the approval process	Maximum decrease to the minimum of the new pay grade	Submission of reclassification request through the budget software or HR Sharepoint, as determined by the type of request with back up documentation	<p>Support documentation required:</p> <ul style="list-style-type: none"> Current job description(s), current ORG chart, proposed job description, proposed ORG chart and justification for review (i.e. turnover, added duties, etc.)
Career Ladder Advancement	A department with an approved career ladder may advance employees according to the parameters established in the career ladder documentation. Must be approved during the annual budget process, or between November 1st and February 15th.	Based on the steps in the chart or career ladder approved by Commissioners Court. No additional funding is allocated for career ladders.	Based on the steps (when appropriate)	Submission of request through budget software or during Nov 1-Feb 15th timeline, with backup documentation	Documentation of each position that will advance along with the approved career ladder plan

Compensation

Longevity Pay (excludes Commissioned Officers)

Longevity pay is based on an individual employee's length of service with Williamson County. Service time with other entities is not recognized.

- Full-time employees will accrue the following per pay period:
 - \$24.00 per pay period after five years of employment
 - \$48.00 per pay period after ten years of employment
 - \$72.00 per pay period after fifteen years of employment
 - \$96.00 per pay period after twenty years of employment
 - \$120.00 per pay period after twenty-five years of employment
- Longevity pay begins with the pay period following the completion of five years of employment and increases each five years to a maximum of 25 years (Subject to proration).
- Longevity is paid as a lump sum each December for the previous year, calculated starting from the first pay period in December, with the exception of employees previously authorized to receive payments bi-weekly.

Part-time employees will no longer be eligible for longevity effective November 18, 2016.

Statutory Longevity Pay - Commissioned Officers

Commissioned officers in the Sheriff's Office are eligible to accrue statutory longevity pay (Texas Code - 152.074), at the rate of \$5 per month for each year of service (up to a maximum of 25 years) after the first year anniversary of their certification as a peace officer.

Longevity for Commissioned Officers is paid bi-weekly.

Tenure Pay Scale Compensation Policies

Positions will be included on the Tenure Pay Scale as determined appropriate by the Human Resources Department and the Elected/Appointed Official. Approval by Commissioners Court is required. All policies below are contingent on available budget or available position budget, depending on the time of year. Years of service are based on continuous service (with no break of more than 90 days as a regular employee in an approved tenure pay scale position in the Sheriff's office, the offices of the County Attorney or District Attorney, or in any Constable's office. Employees transferring between these departments may receive credit for their current step based on available budget and the approval of the hiring department and/or Commissioners.



Compensation

Tenure Salary/Position Changes

Type	Policy	Pay + Pay -	Approval Process	Additional Documentation
Annual Step/Tenure Progression	<p>Employees in tenure positions move from one step to the next on the first day of the first full pay period in October of each year, subject to funding by the Commissioners Court.</p> <p>Employees with less than six (6) months of service as of the first full pay period in October will advance to the next step after 6 months of service at Williamson County, and following the first full pay period after Commissioner Court approval.</p> <p>Step/tenure progression ends at the top step of each position rank.</p>	See Tenured Pay Chart	Oracle workflow required	May be required
Promotion	When a current employee is promoted to a higher ranking position, the tenured grade is based on years of service, pending budget availability.	See Tenured Pay Chart	Oracle workflow required	May be required
Demotion	When a current employee is demoted to a lower ranking position, the tenured grade is based on years of service.	See Tenured Pay Chart	Oracle workflow required	May be required

Tenure Salary/ Position Changes

Type	Policy	Pay+ Pay -	Approval Process	Additional Documents
Certification Pay	Certification pay will be paid to non-elected commissioned peace officers and eligible corrections officer (County Jail) who hold a full-time active duty position in a law enforcement or corrections capacity with the County. Payment for an entire fiscal year beginning on October 1st will be based on the level of certification held as of September 15th of the preceding fiscal year. For new hires, certification pay will be paid based on certification level at the date of hire. This pay must be added into the regular rate of pay when calculating overtime. Certification pay does not transfer with an individual employee who leaves a corrections officer position to accept a law enforcement position nor does it transfer with an individual employee who leaves a law enforcement position to accept a corrections officer position except when the corrections officer position is that of a Bailiff.	<ul style="list-style-type: none"> • Law enforcement officers--\$60 per month for Advanced Certification; \$90 per month for Masters Certification. This pay must be added into the regular rate of pay when calculating overtime • Corrections officers--\$60 per month for Advanced Certification; \$90 per month for Masters Certification. This pay must be added into the regular rate of pay when calculating overtime • Certification pay may move with the employee to accommodate promotions/ position changes within the department. 	Oracle workflow required	Must submit a TCOLE document to the Human Resources Department. Funding must be available.
Filling a Vacancy	All personnel newly hired from outside Williamson County for positions subject to tenure chart at the first pay increment for the position for which they are hired, unless they qualify for a prior service credit	Credits for Prior Service may apply- See Prior Service Credit	Oracle workflow required	Must submit a TCOLE document to the Human Resources Department. Funding must be available.
Prior Service Credit	Qualified law enforcement applicants and current officers can receive prior service credit	<ul style="list-style-type: none"> • Maximum amount for external hire is current funding on vacant position • Prior service credit is only granted at original date of hire or when an existing employee receives a promotion. 	TCOLE service verification must be submitted	TCOLE Service Verification required
Transfer from Law Enforcement To Corrections	Law enforcement officers who transfer from the law enforcement division to the corrections division will be placed at the pay increment corresponding to their time of continuous of tenured service (with no break of more than 90 days in both corrections and law enforcement with Williamson County, if the proper Corrections certification is obtained.)			

Employee Responsibilities

Personal Conduct

Type	Policy	
Tobacco Free Workplace	Williamson County is a tobacco free workplace. The use of tobacco and non-tobacco products such as vapor, e-cigarettes and the use of chewing tobacco or like products is prohibited on all Williamson County premises. Employees who violate this policy are subject to appropriate disciplinary action up to an including termination of employment.	
Drug and Alcohol Testing Policy	Williamson County is committed to a safe workplace. In compliance with Federal and State laws pre-employment, random and post-accident (or near accident) drug and/or alcohol testing may be required for potential or current employees in positions that are mandated by law. Additionally, drug and/or alcohol testing may be required for positions identified as safety sensitive or for reasonable suspicion. Reasonable suspicion includes the report of observation of drug/alcohol use or the suspicion of such, determined by the employee’s supervisor. The supervisor must then consult with the Human Resources Department.	
	Refusal	Refusal to submit to a drug test may result in immediate termination of employment
	Positive Results	
	Employees with a positive test result may be subject to immediate termination, if determined appropriate based on factors related to the matter (i.e. safety concerns, job performance, etc.)	
	Pre-Employment	An applicant with a confirmed positive drug/alcohol test will not be hired and cannot be considered for employment for a period of one year after the confirmed positive result.
	Random	<p><u>First Offense</u> - An employee with a confirmed random positive drug/alcohol test will be required to attend drug/alcohol counseling/treatment at their own expense and provide documentation of completion. Failure to attend and complete counseling/treatment will result in immediate termination of employment. Once documentation is provided a determination of continued employment will be made by the Department and Human Resources.</p> <p><u>Subsequent Offenses</u> – Any employee with a confirmed random positive drug/alcohol test will be subject to random testing on a frequent basis if re-instated after initial completion of treatment. Further positive test results will result in immediate termination.</p> <p><u>Post-Accident/Near Accident</u>- Any employee with a confirmed post-accident drug/alcohol test will be terminated immediately.</p>
	Reasonable Suspicion	<p><u>First Offense</u> - An employee with a confirmed reasonable suspicion positive drug/alcohol test will be required to attend drug/alcohol counseling/treatment at their own expense and provide documentation of completion. Failure to attend and complete counseling/treatment will result in immediate termination of employment. Once documentation in provided a determination of continued employment will be made by the Department and Human Resources.</p> <p><u>Subsequent Offenses</u> – Any employee with a confirmed reasonable suspicion positive drug/alcohol test will be subject to random testing on a frequent basis if re-instated after initial completion of treatment. Further positive test results will result in immediate termination.</p> <p>If an employee feels that they may have a drug or alcohol problem, they may contact Human Resources or the Employee Assistance Program for information on available resources.</p>

Employee Responsibilities

Personal Conduct

Type	Policy
Sexual Harassment	<p>Sexual harassment is prohibited and is an unlawful employment practice in violation of Title VII of the Civil Rights Act of 1964. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:</p> <ul style="list-style-type: none"> *Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment. *Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or such conduct has the purpose or effect of unreasonably interfering with an individual's performance or creating an intimidating, hostile, or offensive work environment. *Off duty actions may constitute sexual harassment. <p><u>Examples of sexual harassment:</u></p> <ul style="list-style-type: none"> • Unwelcome sexual advances, propositions, sexual comments or suggestive or lewd remarks. • Physical assaults or other physical conduct of a sexual nature, including unwanted hugs or touches. • Sexual displays or publications anywhere in the workplace, including derogatory or pornographic posters, pictures or drawings. <p><u>Other prohibited harassment:</u></p> <ul style="list-style-type: none"> • Any unwelcome verbal or physical conduct that belittles, shows hostility, or ridicules an individual because of race, color, gender, religion, national origin, disability, age or sexual orientation when such conduct is so severe or pervasive that it unreasonably interferes with an individual's work performance and creates an intimidating, hostile or offensive work environment. <p><i>Each official, department head, supervisor, and employee has the responsibility to maintain a work environment free of such harassment and to report or file a complaint as soon as possible. Officials and employees involved in a sexual harassment situation are required to cooperate in any investigation that occurs.</i></p> <p>Employees who believe they have been sexually harassed should report their complaint immediately. Verbally inform one of these individuals:</p> <ul style="list-style-type: none"> o Their Supervisor o The next level of management above their Supervisor o The Human Resources Department <p><u>Reporting:</u> All complaints received by any elected official, department head, or supervisor must be immediately reported to Human Resources. Violations may result in disciplinary action up to and including termination of employment. All complaints will be investigated.</p> <p><u>Disciplinary Measures</u> Where an investigation reveals that allegations of unwelcome harassment are true, appropriate remedial action, including discipline, will be taken. All disciplinary measures will be implemented promptly and shall be commensurate with the person's conduct. The remedies vary depending on the entire facts and circumstances found by the investigation.</p>
Arrest/Criminal Conviction	<p>Employees are required to report arrests, convictions and changes in the status of any criminal proceedings immediately to their supervisor and department head or elected official. Failure to notify the appropriate authority may result in immediate termination.</p>

Employee Responsibilities

Personal Conduct

Type	Policy
Political Activity	<p>Employees are encouraged to vote and to exercise other responsibilities of citizenship consistent with state and federal law and these policies. Employees are not required to contribute to any political fund or render any political service to any person or party. Employees will not be dismissed, suspended, demoted, or otherwise prejudiced for refusing to do so. Employees may <u>not</u>:</p> <ul style="list-style-type: none"> • Use official authority or influence to interfere with, or affect the result of an election or nomination for office. • Directly or indirectly coerce, attempt to coerce, command, or advise a local or state officer (or employee) to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for a political purpose. <p>County employees, except elected officials, may not participate in political activities while on County duty. Employees are expected to remove County uniforms and identification, including rank and/or title, before participating in a political activity. In addition, no County-owned property, vehicle, building, and/or office may be used for displaying campaign materials or for conducting any partisan political activity. This section does not apply to the use of the Courthouse, Courthouse grounds or County buildings when used for the purpose of political announcements approved by Commissioners Court.</p>
Solicitation	<p>Persons not employed by Williamson County may not solicit or distribute literature in the workplace at any time for any purpose. Williamson County recognizes that employees may have interests in events and organizations outside the workplace; however, may not solicit or distribute literature concerning these activities during working time. (Working time does not include lunch breaks, or any other periods in which employees are not on duty.) In addition, the posting of written solicitations is limited to County bulletin boards. An employee should check with the department head or elected official for approval. Solicitations using electronic systems, including County email, are prohibited and subject to the Electronic Systems Use Policy located in the Policy Center</p>
Retaliation	<p>If an employee reports a violation of the law to an appropriate law enforcement authority, they cannot be suspended, terminated, or otherwise discriminated against by the County or an Elected Official. This policy prohibits retaliation against public employees who report official wrongdoing including sexual harassment.</p>
Attendance	<p>Employees are expected to be at work, on time and to complete their scheduled shifts. Employees that miss three consecutive shifts without notification will be separated from employment and considered to have resigned without notice.</p>
Gifts/Gratuities	<p>The Texas Penal Code Section 1.07(a)(41) and Texas Penal Code 36 include specific definitions and details regarding gifts, gratuities and bribery for public servants. A public servant means a person elected, selected, appointed, employed, or otherwise designated as one of the following: (even if they have not yet qualified for office or assumed duties)</p> <ul style="list-style-type: none"> • An officer, employee, or agent of government • A juror or grand juror • An arbitrator, referee, or other person who is authorized by law or private written agreement to hear or determine a cause or controversy • An attorney at law or notary public when participating in the performance of a government function • A candidate for nomination or election to public office • A person who is performing a governmental function under a claim of right, although they are not legally qualified to do so <p>It is the responsibility of the employee, officer or agent of the government to read and understand all aspects of the Texas Penal Code Section 1.07 and Texas Penal Code 36 that relate to gifts, bribery and acceptance of honorarium.</p>
Outside Employment	<p>Outside employment is acceptable, as long as it is outside the hours they are scheduled to work for the County. Also as long as such employment does not violate state laws concerning abuse of office or employment, interfere with normal duties, and does not constitute a breach of ethics or conflict of interest.</p>

Employee Responsibilities

Discipline

Discipline may include both corrective action and more conclusive measures, including termination. The appropriate level of discipline will be determined based on the facts of the disciplinary violations. Below are some examples of violations of workplace conduct:

- Insubordination
- Violence in the work place
- Harassment
- Conduct unbecoming of a County employee
- Poor attendance
- Discrimination
- Abuse of sick leave
- Theft
- Retaliation
- Conviction of a crime
- Poor job performance

This list is not all inclusive

Grievance Policy and Procedure

Summary

For employees in offices of Elected Officials, the grievance process defined by the Elected Official should be followed. Elected Officials are the final appeal level for their respective departments.

This guidance does not alter the employment-at-will relationship in any way. Final decisions on grievances will not be precedent setting or binding on future grievances, unless they are officially stated as County policy. When appropriate, the decisions will be retroactive to the date of the employee's original grievance.

Procedures for Employees in Non-Elected Office Departments

Employees may file a grievance at any time and cannot be retaliated against for the filing of the grievance. Employees are encouraged to discuss any issues with their supervisors/managers prior to filing a grievance.

For procedures to follow in the event of a grievance by an elected official, see:

- Chapter 152, Sec. 152.014 Local Government Code

Informal Grievances

An informal grievance is presented verbally. The first step in the informal grievance procedure:

- Attempt to resolve the grievance by an informal conference with the Supervisor.
- However, if the official or department head is the wrongdoer in instances of harassment, retaliation, or potential whistle blower activity the employee should immediately contact the Human Resource department.
- If the informal conference does not result in a satisfactory resolution of the problem, the formal grievance steps should be followed.



Employee Responsibilities

Grievance Policy and Procedure

Formal Grievances

The steps for a formal grievance are as follows:

- 1) Must be in writing, signed and presented to the supervisor of the employee submitting the grievance, within ten business days after the alleged issue occurred. A statement of the specific corrective action that requested must be included in the written grievance.
 - In the event that it would be inappropriate to address the grievance with said supervisor, such as when the supervisor is the wrongdoer, the employee should go to the department head or elected official
 - If the department head or elected official is the wrongdoer in instances of harassment, retaliation, or potential whistle blower activity, the employee should contact Human Resources
- 2) After being presented with a written and signed grievance, the supervisor will:
 - Meet with the employees involved and other people necessary to gather the facts
 - Immediately notify the Department Head and the Human Resource Department
 - Attempt to resolve the grievance with the employee
 - Communicate the decision in writing within ten business days after the receipt of the grievance
 - Send a copy of the proposed resolution to the elected official/department head and the Human Resources Department
- 3) If the employee filing the grievance does not receive a written resolution from the supervisor within ten business days, from the date the grievance was filed or is not satisfied with the proposed resolution, then:
 - They must file a written appeal, within ten business days, with the department head along with a copy to the Human Resource Department.
- 4) The Department Head will review the facts and the file, and may investigate the charges personally or through a designee.
 - The person(s) conducting the investigation may meet with the parties involved.
 - The Department Head/ Elected official will respond in writing to the employee within ten business days of the date the appeal was received.
- 5) If the Department Head is appointed by the Commissioners Court, Juvenile Probation Board, or District Judges, and the employee who submitted the grievance does not receive a written resolution from the Department Head within ten business days of the date the grievance was appealed, (or if unsatisfied with the appointed Department Heads proposed resolution)
 - A written appeal must be filed within ten business days, with the appropriate appointing authority (i.e., Commissioners Court, Juvenile Probation Board, or District Judges) through the Human Resource Department.
- 6) The appropriate appointing authority will then review the facts and the file and conduct an investigation, if deemed appropriate, before deciding. The appropriate appointing authority's decision is final. Longer intervals to facilitate investigation or fact-finding on behalf of the County may be appropriate depending upon the grievance and may increase the 10 day response time, accordingly.

Social Media

While Williamson County encourages employees to enjoy and make good use of your off-duty time, certain activities may become a problem if they affect their work. An employee's online presence can reflect on Williamson County. The lines between public and private, personal and professional information are blurred in this context. Be aware that comments, posts, or actions captured via digital or film images can affect the image of Williamson County. If an employee is posting to personal networking sites and speaking about job-related content or about the County, the employee should identify him/herself and use a disclaimer to make it clear that the views are not reflective of the views of County. Subject to the restrictions below, generally, employees may use personal social media any way they choose. With these goals in mind, employees must follow these rules in their use of social media, both on and off duty:

- Employees are prohibited from publishing any personal information about themselves, another employee of Williamson County, applicants, or an associate of Williamson County in any public medium (print, broadcast, digital, or online) in any format (written, video or image) that:
 - Has the potential or effect of involving themselves, co-workers, or Williamson County in any kind of dispute or conflict with other employees or third parties.
 - Interferes with the work of any employee.
 - May create a harassing, demeaning, or hostile working environment for any employee.
 - Disrupts the smooth and orderly flow of work within the office, or the delivery of services to Williamson County's taxpayers or customers.
 - Harms the reputation of Williamson County among its taxpayers or in the community at large.
 - States falsities or is defamatory of others and the County.
 - Reveals information that should be treated as confidential (by law) and/or information regarding the personal or private conduct, health information, and affairs of that person and interaction with other people that is unrelated to the person's job performance or official duties for Williamson County is personal information.
- Workplace personal conduct standards, including but not limited to equal opportunity, anti-harassment and anti-discrimination, apply at all times. This prohibits posts containing obscene or sexually explicit language, images, acts and statements. Other forms of postings that ridicule, malign, disparage or otherwise express bias against any race, religion, disability, ethnic origin, sexual orientation or any other protected class of individuals are also prohibited.
- Employees may not use County equipment or facilities for non-work-related activities or business including social media. Personal social media activities should not be conducted while working or on the clock.
- Conducting oneself in such a way that his/her actions and relationships with others could become the object of gossip in the office, or causing unfavorable publicity for Williamson County in the community, is prohibited.
- If an employee creates a personal blog, they must provide a clear disclaimer that the views expressed in the blog are theirs alone, and do not represent the views of Williamson County. All information published on any blog(s) or other posting(s) should comply with Williamson County confidentiality and disclosure policies. This also applies to comments posted on other social networking sites, blogs and forums
- The Commissioners Court strongly recommends all County Departments/Offices abide by the Social Media Policy above.
- **Any violations of this policy are subject to disciplinary action, up to and including termination.**



DOT Regulated Drug & Alcohol Testing

Introduction

This policy outlines the responsibilities of employees, supervisors and managers with regard to drug and alcohol testing of employees in safety-sensitive positions in accordance with U.S. Department of Transportation regulations, issued under the Omnibus Transportation Employee Testing Act of 1991.

Policy Statement

It is the policy of the County to comply fully with the regulations mandating pre-use, random, reasonable suspicion and post-accident drug and alcohol testing in accordance with regulations issued by the U.S. Department of Transportation. This policy applies to employees whose job requires them to obtain and retain a Commercial Drivers License (CDL) and operate a Commercial Motor Vehicle (CMV) and/or perform safety-sensitive functions.

Designated Employee Representative:

Human Resource Generalist II

Servicing the Departments of Infrastructure, Unified Road Systems and Fleet Services.

512-943-1533, humanresources@wilco.org

Definitions

Performing a Safety-Sensitive Function: Any period in which the employee is actually performing, ready to perform, or immediately able to perform any safety-sensitive functions.

Safety-Sensitive Function: Any of the on-duty functions set forth in 49 CFR 395.2, and on-duty time.

On Duty Time: All the time from the time a driver begins work or is required to be in readiness to work until the time the driver is relieved from work and all responsibility for performing work. On-duty time shall include:

- All time at the County or shipper plant, terminal, facility, or other property of the County or shipper, or on public property, waiting to be dispatch, unless the driver has been relieved from duty by the County.
- All time inspecting, servicing, or conditioning any commercial motor vehicle at any time.
- All time spent at the driving controls of a commercial motor vehicle.
- All time, other than driving time, spent on or in a commercial motor vehicle.
- All time loading or unloading a commercial motor vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded.
- All time spent performing the driver requirements associated with an accident.
- All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.
- All time spent providing a breath sample or urine specimen, including travel time to and from the collections site, to comply with the random, reasonable suspicion, post-accident, or follow up testing required by 49 CFR 385.2.
- Performing any other work in the capacity, employ, or service of the County.
- Performing any compensated work for a person who is not the County.

DOT Regulated Drug & Alcohol Testing

Prohibited Conduct

Alcohol Concentration

No employee shall report for duty or remain on duty requiring the performance of a safety-sensitive functions while having an alcohol concentration of 0.02 or greater, or perform or continue to perform safety-sensitive functions.

On-Duty Use

No employee shall use alcohol while performing safety-sensitive functions.

Pre-Duty Use

No employee shall perform safety-sensitive functions within four hours after using alcohol.

Use following an accident

No employee required to take a post accident alcohol test, shall use alcohol for eight hours following the accident, or until the employee undergoes a post-accident alcohol test, whichever occurs first.

Refusal to Submit a Required Alcohol or Controlled Substance Test

No applicant shall refuse to submit to a pre-employment controlled substance test required under 382.301. No employee shall refuse to submit to a post accident alcohol or controlled substance test required under 382.303, a random alcohol or controlled substances test under 382.305, a reasonable suspicion alcohol or controlled substance test required under 382.307, a return-to-duty alcohol or controlled substances test required under 382.309, or a follow-up alcohol or controlled substance test required under 382.311. No employee shall perform or continue to perform safety-sensitive functions, who refuses to submit to such tests.

Controlled Substance Use

No employee shall report for duty or remain on duty requiring the performance of safety sensitive functions when the driver uses any drugs or substances identified in 21 CFR 1308.11 Schedule I.

No employee shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any non-schedule I drug or substance that is identified in the other schedules in 21 CFR part 1308 except when the use is pursuant to the instructions of a licensed medical practitioner, as defined in 382.107, who is familiar with the employees medical history and has advised the driver that the substance will not adversely affect the employees ability to safely operate a commercial motor vehicle. Employees that perform safety-sensitive functions are required to inform Human Resources of any therapeutic drug use.

Controlled Substance Testing

No employee shall report for duty, remain on duty or perform a safety-sensitive function, if the employee tests positive or has adulterated or substituted a test specimen for controlled substances.

Employee violations of prohibited conduct are not authorized by Williamson County to operate a commercial motor vehicle or perform any safety-sensitive functions.



DOT Regulated Drug & Alcohol Testing

Circumstances for Testing

Types of Tests: To the extent practicable, all tests will be conducted during employees' normally scheduled work hours. All testing required by this policy will be conducted in accordance with the Omnibus Transportation Employee Testing Act of 1991 and drug testing guidelines and regulations issued by the Department of Transportation. The following tests are performed by 3rd party medical personnel and are required:

- **Pre-employment:** All applicants with a bona-fide job offer for employment in CDL positions or that perform safety-sensitive functions, candidates for transfer or promotion to such positions are subject to screening for improper use of alcohol or controlled substances.
- **Post-Accident.** Conducted following an occurrence involving a County owned commercial motor vehicle, while performing a safety-sensitive function, whose performance could have contributed to the accident, as determined by a citation for a moving traffic violation, or resulted in bodily injury to any person, or disables one or more motor vehicles as a result of the accident, and for all fatal accidents even if the driver is not cited for a moving traffic violation. Employee must remain available for such testing or will be deemed a refusal.
 - Alcohol tests should be conducted within 2 hours, but in no case more than 8 hours, after the accident.
 - Any Employee required to be tested but needs medical assistance, must get the needed medical assistance first.
 - CDL employees must refrain from all alcohol use until the test is complete.
 - Post-accident drug tests must be conducted within 32 hours.
 - Employee is placed on paid administrative leave until the results are confirmed.
- **Reasonable Suspicion.** Conducted when a trained supervisor or manager observes behavior or appearance that is characteristic of alcohol or illicit drug misuse.
 - If a CDL employee's behavior or appearance suggests alcohol or drug misuse, a reasonable suspicion test must be conducted.
 - If a test cannot be administered, the employee must be removed from performing safety-sensitive duties for at least 24 hours.
 - Testing for alcohol abuse must be based upon suspicion which arises just before, during or just after the time when the employee is performing safety-sensitive duties.
 - Testing for substance abuse may occur at any time upon suspicion.
 - Reasonable suspicion testing may only be conducted after consultation with the Senior Director of Human Resources and/or DER.
- **Random:** Conducted on a random, unannounced basis just before, during or after performance of safety-sensitive functions for alcohol or at any time for drugs.
 - Each year, the number of random alcohol tests conducted by the County must equal at least 25% of all the safety-sensitive CDL employees.
 - Random drug tests conducted by the County must equal at least 50% of all employees that require a CDL or perform safety-sensitive functions.
- **Return to Duty:** Conducted when an individual who has violated the prohibited alcohol or drug standards returns to performing safety-sensitive duties after successful complying with the recommended treatment and education, verified by the 3rd party substance abuse professional (SAP).
 - The Sap will develop the employees follow-up testing plan; outlining for the County the number and frequency of follow-up testing that will take place. Follow-up tests are random within the follow up period.
 - Must test negative for Drug and Alcohol prior to returning to duty.
 - Follow-up testing may be extended for up to sixty (60) months following the return to duty, determined by the SAP.



DOT Regulated Drug & Alcohol Testing

Testing Procedures

- **Alcohol:** DOT rules require breath testing using evidential breath testing (EBT) devices.
 - Two breath tests are required to determine if a person has a prohibited alcohol concentration.
 - A screening test is conducted first. Any result less than 0.02 alcohol concentration is considered a "negative" test. Therefore, any result with a 0.02 alcohol concentration or greater is considered a "positive" test. If the alcohol concentration is 0.02 or greater, a second, confirmation test must be conducted.
- **Drugs:** Drug testing is conducted by analyzing a employee's urine specimen, and must be conducted through a U.S. Department of Health and Human Services certified facility, which may conduct onsite collections.
 - Specimen collection procedures and chain of custody requirements ensure that the specimen's security, proper identification and integrity are not compromised.

DOT rules require a split specimen procedure.

- Each urine specimen is subdivided into two bottles labeled as primary and split.
- Both bottles are sent to the laboratory.
- Only the primary specimen is opened and used for the urinalysis.
- The split specimen remains sealed at the laboratory.
- If the analysis of the primary specimen confirms the presence of illegal controlled substances, the employee has 72 hours to request that the split specimen be sent to another DHHS certified laboratory for analysis.

All urine specimens are currently analyzed for the following drugs:

Marijuana (THC), Amphetamines, Opioids, Phencyclidine (PCP) and Cocaine.

Testing is conducted using a two-stage process.

- First, a screening test is performed.
- If the test is positive for one or more of the drugs, a confirmation test is performed for each identified drug.
- Sophisticated testing requirements ensure that over-the-counter medications or preparations are not reported as positive results.

All drug tests are reviewed and interpreted by a 3rd party physician designated as a Medical Review Officer (MRO) before they are reported to the County.

- If the laboratory reports a positive result to the MRO, the MRO will contact the driver and conduct an interview to determine if there is an alternative medical explanation for the drugs found in the urine specimen.
- For all the drugs listed above, except PCP, there are some limited, legitimate medical uses that may explain a positive test result. The MRO will take into consideration when the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle.
- If the MRO determines that the drug use is legitimate, the test will be reported to the Designated Employer Representative and the Senior Director of Human Resources as a negative result.
- Failure to cooperate with MRO requests will be considered a positive result.



DOT Regulated Drug & Alcohol Testing

Refusal to Submit to an Alcohol or Drug Test

Refusal to submit to an alcohol or controlled substances test means that a CDL employee:

- Fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement for breath testing in accordance with the provisions of this policy.
- Fails to provide adequate urine for controlled substances testing without a valid medical explanation after he or she has received notice of the requirement for urine testing in accordance with the provisions of this policy.
- Refuses to wash his or her hands after being directed to do so during collection of a urine sample.
- Admits to the collector of a urine sample that he or she has adulterated or substituted their specimen.
- An observed collection of a urine sample, fails to follow the observer's instructions to raise his or her clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if he or she has any type of prosthetic or other device that could be used to interfere with the collection process.
- Possesses or wears a prosthetic or other device that could be used to interfere with the collection process.
- Behaves in a confrontational way that disrupts the collection process or otherwise engages in conduct that clearly obstructs the testing process.

The examples above are not all inclusive as there are other acts and circumstances that may be deemed as a refusal under Part 40 and DOT regulations. Refusal to test is considered a positive result. Employees who refuse to submit to an alcohol or drug test are prohibited from performing safety-sensitive functions and will be placed on unpaid administrative leave.

Consequences of Alcohol/Drug Misuse and Refusals

Employees who perform safety-sensitive function that violate any of the prohibited conduct under the DOT Regulated Drug & Alcohol Testing policy or violates any other provisions of the DOT testing rules, the employee will be immediately removed from performing such duties.

- Disciplinary action, up to and including termination, may be imposed upon an employee who performs safety-sensitive functions that engages in prohibited alcohol or drug conduct or refuses to test.
 - A positive post-accident alcohol or drug test will result in termination.
 - The first time an employee alcohol test result is 0.02 or greater, but less than 0.04 will be placed on unpaid administrative leave for a minimum of 24 hours.
 - A second alcohol test with a result of 0.02 or greater, but less than 0.04 must be evaluated by a DOT approved substance abuse professional, and comply with any treatment recommendations to assist the employee with their alcohol or drug problem, at the employees expense, prior to returning to a safety-sensitive function.
- The first time a safety-sensitive employee tests positive for alcohol use greater than 0.04 or drug use, or refuses to test, and is not terminated, they must be evaluated by an DOT approved substance abuse professional (SAP), and comply with any treatment recommendations to assist the employee with their alcohol or drug problem, at the employees expense, prior to returning to a safety-sensitive function.
 - If this employee has agreed to participate in the SAP program and Return-to-Duty testing, he/she will be placed on unpaid administrative leave, unless FMLA qualifications are met, until the SAP program has been deemed successfully completed by the substance abuse professional.
 - After successfully completing the SAP requirements, the employee may be eligible to return to work.
 - If this employee tests positive for alcohol greater than 0.02 or drug use, a second time during the return to duty testing or after successful completion of the SAP/Return to Duty program, will be terminated.

DOT Regulated Drug & Alcohol Testing

Information/Training

- All personnel responsible for supervising and managing CDL employees must attend at least two hours of training on alcohol and drug misuse symptoms and indicators used in making determinations for reasonable suspicion testing.
 - Supervisors and managers will be instructed on the detection of abuse problems and the enforcement of the testing policy.
- Educational information will be made available on Wilco 365 which will focus on the potentially dangerous effects of drug and alcohol use and abuse, the effects on job performance measured in loss of productivity, and the potential safety hazards presented to the individual employee, other employees and the public.

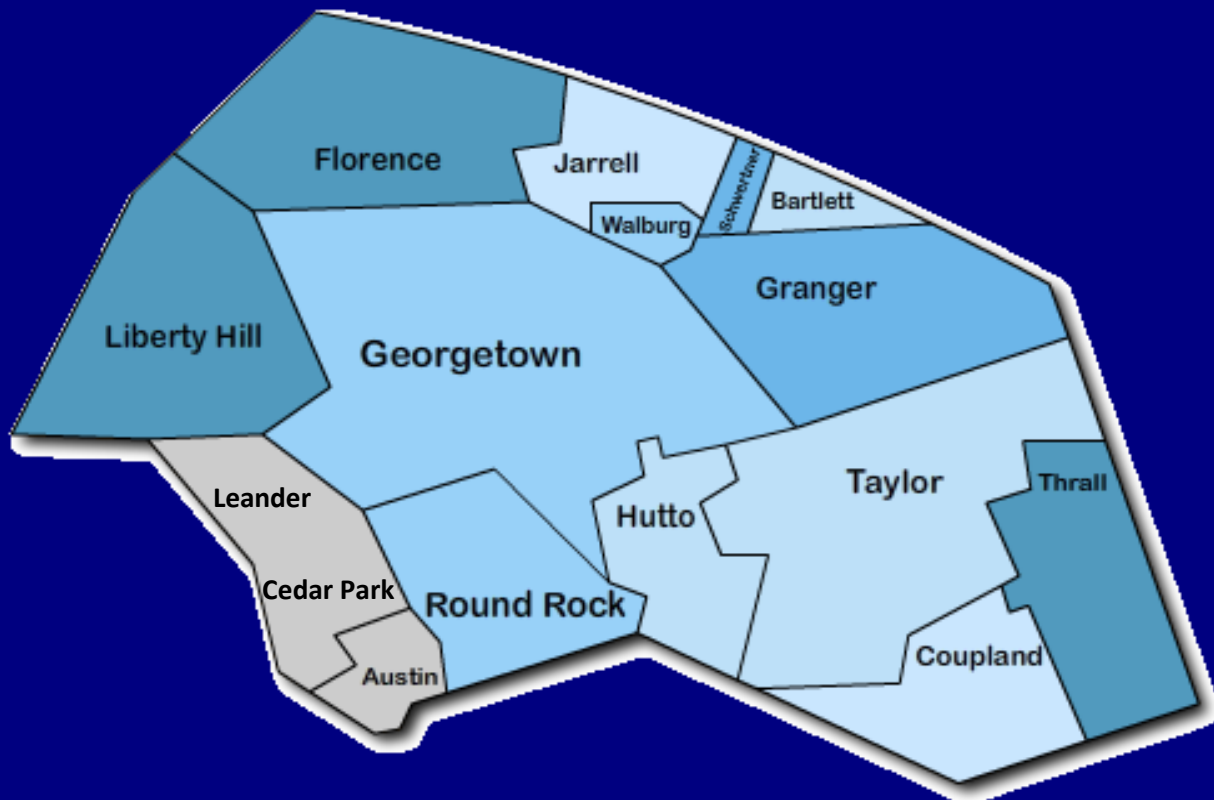
Employee Assistance Program

- All employees have access to Williamson County's EAP where they may receive assistance for alcohol or drug misuse.

This Policy is a summary of the various rules and requirements that apply under the DOT and Federal Motor Carrier Act to certain employees. In all circumstances the applicable federal rules and regulations, as they may appear from time to time, control over any contrary, ambiguous, or omission related to the County Policy. Employees with questions about any issues related to the County's Policy or applicable rules should consult with the Designated Employer Representative or the Senior Director of Human Resources.



For additional policy information contact the Human Resources Department or visit the [policy center](#).
100 Wilco Way Suite HR101
Georgetown, TX 78626
512-943-1533



Commissioners Court - Regular Session**41.****Meeting Date:** 05/11/2021

MOT Donation BA Rev 05.11.21

Submitted For: Melanie Denny**Submitted By:** Melanie Denny, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

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

Background

The donation made by Central Texas Together (Meenal McNary) will be used to purchase a generator(s) for oxygen dependent and/or paralyzed persons for use in the event of a power failure.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367400	Donations	\$500.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 05/05/2021

Reviewed By

Andrea Schiele

Date

05/05/2021 04:15 PM

Started On: 05/04/2021 01:45 PM

Commissioners Court - Regular Session**42.****Meeting Date:** 05/11/2021

MOT Donation BA Exp 05.11.21

Submitted For: Melanie Denny**Submitted By:** Melanie Denny, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

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

Background

The donation made by Central Texas Together (Meenal McNary) will be used to purchase a generator(s) for oxygen dependent and/or paralyzed persons for use in the event of a power failure.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0341.003670	Use of Donations	\$500.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 05/05/2021

Reviewed By

Andrea Schiele

Date

05/05/2021 04:16 PM

Started On: 05/04/2021 01:46 PM

Commissioners Court - Regular Session**43.****Meeting Date:** 05/11/2021

Cornerstone Upgrade to Guard1 Real Time System

Submitted For: Joy Simonton**Submitted By:** Brenda Fuller,
Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on approving an agreement between Williamson County and Security Design, Inc. dba Cornerstone Detention for an Upgrade to Guard1 Real Time System in the not-to-exceed amount of \$9,437.00 and authorizing the execution of this agreement.

Background

To support the Juvenile Services Department with the upgrade to Guard1 Real Time system. The GSA contract GS-07F-269AA SIN: NEW contract was verified for listed items on submitted quote to include, annual support, hosting and SQL Express Systems. Department contact is Leisa Jones with the Juvenile Services Department. Funding source 01.0576.003011.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Quote and Agreement

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Brenda Fuller

Final Approval Date: 05/06/2021

Reviewed By

Joy Simonton

Andrea Schiele

Date

05/06/2021 10:16 AM

05/06/2021 10:19 AM

Started On: 05/05/2021 02:41 PM



April 26, 2021

Roberto Lopez
Supervisor
Williamson County Juvenile Justice Ctr
200 Wilco Way
Georgetown, TX 78626

Dear Mr. Lopez:

Thank you for your interest in our products and for the opportunity to present you with the following pricing information: We respectfully submit our cost proposal for the Guard 1 System for the below location:

Project Location: Williamson County Juvenile Justice Center- Georgetown, TX. 78626

The Cornerstone Group of Companies encompasses the collective experience and talents of several separate business units. These business units have joined forces to provide a comprehensive solution for a turnkey project implementation that include detention security electronics and detention hardware.

One of Cornerstone's companies, Security Design, Inc. dba Cornerstone Detention, is an authorized GSA Equipment Reseller and they hold a **MAS Schedule" Large Category 84- Total Solutions for Law Enforcement, Security, Facilities Maintenance, Fire, Rescue, Clothing, Marine Craft and Emergency Disaster/Response. Our Contract number is GS-07F-269AA. The company name is Security Design, Inc. dba Cornerstone Detention.** Our proposal can utilize this cooperative purchasing vehicle for the procurement of the system upgrade and additions. Items not listed on our schedule are offered as "Order-Level Materials (OLM)" under the same agreement terms.

Part 1 - Scope of Work

QTY	PART #	DESCRIPTION	UNIT PRICE	TOTAL
1	G1RT-UPG-PK	UPGRADE TO GUARD1 REAL TIME PACKAGE	\$ 9,995.00	\$ 9,995.00
1	G1RT-CLOUD	ANNUAL SUPPORT & HOSTING, SQL EXPRESS SYSTEMS	\$ 3,995.00	\$ 3,995.00
1	TECH-SVCS-8	TECHNICAL SERVER TECHNICIAN, 8 HOURS	\$ 1,500.00	\$ 1,500.00
1	DISCOUNT	COURTESY DISCOUNT	\$ (6,053.00)	\$ (6,053.00)
		TOTAL		\$ 9,437.00



Clarifications:

- Sales tax is excluded.
- Shipping charges may apply.
- Quote is valid for thirty days from issue date.
- Cornerstone's terms and conditions apply to this proposal.
- Please provide a tax exemption certificate along with your W-9 form with your first order.
- Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving sixty (60) days written notice thereof. In the event of termination, Customer will only be liable for its pro rata share of services rendered and goods received.
- Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code.
- SIN# NEW

Quote Approval::

Customer Signature: _____ Date: _____

Cornerstone Signature: Brian Burleson Date: 5-5-21



Brian Burleson

South Central Regional Sales Manager

DIRECT 256-560-4434

CELL 210-709-9080

EMAIL bburleson@cornerstoneinc.com



MAS Schedule 84 Contract Number: GS-07F-269AA

2391 NE Loop 410, Suite 208, San Antonio, TX 78217
cornerstoneinc.com
(256) 560-4432

Standard Inclusions, Exclusions, Terms, & Conditions

Standard Inclusions:

1. Proper engineering documents for submittal, installation and operation and maintenance
2. Field measurements and verifications for Cornerstone's scope of work only.
3. Termination of wiring for electric locks, locking devices, strikes and door position switches as controlled by our scope of work only. (ESS)
4. The necessary torx-pin security screws for our materials only

Standard Exclusions:

1. Sales and use taxes unless otherwise noted in Cornerstone's scope of work.
2. Power relays for other systems (i.e. HVAC, Electrical, etc.)
3. All main electrical supply AC power, per division 16, including power to security and detention equipment
4. Temporary power and lighting for final testing of equipment
5. Fire labels on doors and frames where field installation, hardware, and/or glass prevents U.L. labeling. However, doors and frames will be manufactured to U.L. construction standards with documentation provided.
6. Security caulking and sealants
7. Caulking not required as a part of glass installation
8. Field finish painting or touch-up of prime paint
9. Final Cleaning
10. Trash debris container and its removal
11. Anchors, screws, fasteners, etc., including security type, not directly required by our installation scope of work
12. The protection of materials furnished by our company once they have been installed in place
13. Field measurements of any kind
14. Furnishing or installing louvers of any kind
15. Furnishing or installing aluminum windows and storefronts of any kind, including hardware
16. Demolition work, patching or repairing of existing structures and removal, relocation or re-installation of any existing materials
17. Cutting or patching of concrete or masonry materials
18. Furnishing or installing any standard/commercial type access doors and frame
19. Any chain link fencing material and associated supporting materials or hardware
20. Core drilling of any kind
21. Flashing or counter flashing of any kind
22. Roll up doors, or counter shutters
23. Repairs to frames installed by others

Standard Terms & Conditions:

1. Allowing Cornerstone to commence work or preparation for work will constitute acceptance by Customer of this bid proposal. Cornerstone and Customer will execute a ConsensusDOCS 750 subcontract form to memorialize their agreement, supplemented and modified only as provided by this bid proposal which shall be incorporated by reference into the final subcontract. In the event of any conflict between the terms of this bid proposal and any other documents stating terms of the final subcontract, this bid proposal shall govern.
2. A change in the price of an item of material of more than 5% between the date of this bid proposal and the date of installation shall warrant an equitable adjustment in the subcontract price.
3. Cornerstone will not be required to name additional insureds to its general liability, excess liability, or automobile insurance policies, nor to waive subrogation for claims covered by workers' compensation or commercial general liability insurance. Cornerstone shall maintain insurance with coverage and limits only as provided by Cornerstone's existing insurance program evidenced by its certificate of insurance available request.
4. Cornerstone's Schedule of Values shall be used to determine progress payments. All sums not paid for when due shall bear interest at the rate of 1 ½ % per month from due date until paid or the maximum legal rate permitted by law whichever is less; and all costs of collection, including

reasonable attorney fees, shall be paid by Customer. The proper venue to resolve any disputes arising under the subcontract shall be the place where the project is located, and the laws of said place shall govern all such disputes arising out of the subcontract.

5. Any retainage withheld from progress payments to Cornerstone shall not exceed the lesser of the retainage terms set forth in (1) the contractor's agreement with the owner, or (2) the statutes of the state in which the work is being performed.
6. Cornerstone shall be given a reasonable time in which to make delivery of materials and/or labor to commence and complete the performance of the subcontract. All deliveries and work performed shall be in accordance with a mutually agreed to project schedule and subsequent mutually agreed to updates. Cornerstone shall be entitled to adjustments of time and price where occasioned by any cause of any kind and extent beyond Cornerstone's control, including but not limited to: delays caused by Customer, the owner, general contractor, architect and/or engineers; armed conflict or economic dislocation resulting there from; embargos, shortages of labor, raw materials production facilities or transportation; labor difficulties; civil disorders of any kind; action of civil or military authorities; vendor priorities and allocations; fires, floods, accidents and acts of God. Should work be delayed by any of the aforementioned causes for a period exceeding ninety (90) days, Cornerstone shall be entitled to terminate the subcontract. Cornerstone change proposals must be processed in not more than 30 calendar days or as otherwise indicated on the change proposal.
7. This performance of this proposal may be affected by unavailability of, limited ability or inability to obtain, labor or materials by reason of acts of any governmental body which disrupts, slows or affects the supply or availability of labor or materials, including but not limited to those arising or resulting from the spread of, or efforts to contain the spread of, illness on a global, national, state or local level or any other Acts of God or forces majeure, for which Cornerstone will not be liable and shall receive excusable delays under any agreement to perform the work.
8. The express warranties set forth in the subcontract documents are provided in lieu of all other warranties, expressed or implied, and the warranties of merchantability and fitness for a particular purpose are hereby disclaimed by Cornerstone. Cornerstone is not responsible for special, incidental, or consequential damages. Cornerstone is not responsible for damage to its work by other parties, and any repair work necessitated by such damage is extra work. All materials shall be furnished in accordance with the respective industry tolerance of color variation, thickness, size, finish, and texture and performance standards. Cornerstone must receive all warranty claims not more than one (1) year after completion of Cornerstone's work, and Cornerstone must be provided a reasonable opportunity to inspect and make corrections, or such warranty claims are barred.
9. Except as specifically required by the work and specifications included in this bid proposal, Customer shall furnish all temporary site facilities, including site access, storage space, hoisting facilities, guard rails, covers for floor, roof and wall openings, security, parking, safety orientation, break and lunch facilities, toilet and wash facilities, drinking water and other water facilities, electrical service, telecommunication service, lighting, heat, weather protection, fire protection, and trash and recycling services.
10. To the extent that performance and payment bonds are included in this bid proposal or in the case that it is added by change order, the bond forms must be the AGC 606 (2004) and AGC 607 (2004) published by the Associated General Contractors of America, or substantially equivalent to the A312-1984 published by the American Institute of Architects.
11. Cornerstone will not provide any credits for enrollment in an owner- or contractor- controlled insurance program. No calculation of credits by wrap-up administrator shall be binding on Cornerstone.
12. Lien waivers and/or waivers of claim(s) shall not apply to any retainage withheld; shall not apply to unbilled changes, to claims which have been asserted in writing or which have not yet become known to Cornerstone; shall be conditional upon receipt of funds to Cornerstone's account.
13. Proposal is based entirely on materials considered to be the standard products of Cornerstone Detention Products, Inc.
14. Cornerstone will not be required to indemnify other parties, including but not limited to, the general contractor, construction manager, architect, and owner, for incidences that are not the sole responsibility of Cornerstone Detention Products, Inc. or that may violate statutory law in the state of the project.

Commissioners Court - Regular Session**44.****Meeting Date:** 05/11/2021

DOI Projects and Issues

Submitted For: Robert Daigh**Submitted By:** Vicky Edwards,
Infrastructure**Department:** Infrastructure**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Receive updates on the Department of Infrastructure projects and issues.

Background

Fiscal Impact

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

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 04/21/2021

Reviewed By

Andrea Schiele

Date

04/21/2021 08:28 PM

Started On: 04/21/2021 02:55 PM

Commissioners Court - Regular Session**45.****Meeting Date:** 05/11/2021

FM 3349 at US 79 Interchange Antiquities Permit Application

Submitted By: Marie Walters, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding an Antiquities Permit Application for archeological survey permit, obtained as part of the Texas Historical Commission permit process required as part of the environmental investigations on the FM 3349 / US 79 Interchange project, a Road Bond Project in Commissioner Pct. 4.

Background

The permit requests the approval of an archeological survey with shovel testing and backhoe trenching. No investigations will take place until a permit is received from the Texas Historical Commission. Portions of the attached application have been redacted prior to placing on the court agenda, to protect restricted information. Redacted information will be included in the application to the THC.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

FM3349atUS79-THC-AntiquitiesPermit-App

Form Review**Inbox**

County Judge Exec Asst.

Prime Strategies Inc (Originator)

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 05/06/2021

Reviewed By

Andrea Schiele

Marie Walters

Andrea Schiele

Date

05/06/2021 10:09 AM

05/06/2021 10:31 AM

05/06/2021 10:40 AM

Started On: 05/05/2021 03:46 PM

ANTIQUITIES PERMIT APPLICATION FORM

ARCHEOLOGY

GENERAL INFORMATION

I. PROPERTY TYPE AND LOCATION

Project Name (and/or Site Trinomial) _____
County (ies) _____
USGS Quadrangle Name and Number _____
UTM Coordinates Zone _____ E _____ N _____
Location _____
Federal Involvement ☐ Yes ☐ No
Name of Federal Agency _____
Agency Representative _____

II. OWNER (OR CONTROLLING AGENCY)

Owner _____
Representative _____
Address _____
City/State/Zip _____
Telephone (include _____ Email Address _____
area code)

III. PROJECT SPONSOR (IF DIFFERENT FROM OWNER)

Sponsor _____
Representative _____
Address _____
City/State/Zip _____
Telephone (include area code) _____ Email Address _____

PROJECT INFORMATION

I. PRINCIPAL INVESTIGATOR (ARCHEOLOGIST)

Name _____
Affiliation _____
Address _____
City/State/Zip _____
Telephone (include area code) _____ Email Address _____

(OVER)

ANTIQUITIES PERMIT APPLICATION FORM (CONTINUED)

II. PROJECT DESCRIPTION

Proposed Starting Date of Fieldwork _____
Requested Permit Duration _____ Years _____ Months (1 year minimum)
Scope of Work (Provided an Outline of Proposed Work) _____

III. CURATION & REPORT

Temporary Curatorial or Laboratory Facility _____
Permanent Curatorial Facility _____

IV. LAND OWNER'S CERTIFICATION

I, _____, as legal representative of the Land Owner, _____, do certify that I have reviewed the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Owner, Sponsor, and Principal Investigator are responsible for completing the terms of the permit.
Signature _____ Date _____

V. SPONSOR'S CERTIFICATION

I, _____, as legal representative of the Sponsor, _____, do certify that I have review the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Sponsor, Owner, and Principal Investigator are responsible for completing the terms of this permit.
Signature _____ Date _____

VI. INVESTIGATOR'S CERTIFICATION

I, _____, as Principal Investigator employed by _____ (Investigative Firm), do certify that I will execute this project according to the submitted plans and research design, and will not conduct any work prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Principal Investigator (and the Investigative Firm), as well as the Owner and Sponsor, are responsible for completing the terms of this permit.
Signature _____ Date _____

Principal Investigator must attach a research design, a copy of the USGS quadrangle showing project boundaries, and any additional pertinent information. Curriculum vita must be on file with the Archeology Division.

FOR OFFICIAL USE ONLY

Reviewer _____ Date Permit Issues _____
Permit Number _____ Permit Expiration Date _____
Type of Permit _____ Date Received for Data Entry _____





Archeological Survey Permit Application

FM 3349 at US 79 from CR 404 to CR
395, Williamson County, Texas

CSJs: 0204-02-034, 0914-05-211 & 3486-01-008

Prepared by: AmaTerra Environmental, Inc.

Date: April 2021

The environmental review, consultation, and other actions required by applicable Federal environmental laws for this project are being, or have been, carried-out by TxDOT pursuant to 23 U.S.C. 327 and a Memorandum of Understanding dated December 14, 2019, and executed by FHWA and TxDOT.

Williamson County proposes improvements to FM 3349 and CR 101 at the interchange of FM 3349/CR 101 and US 79, between CR 404 and CR 395 in Williamson County, Texas. The project extends south to north for 2.75 miles from just north of the intersection with CR 404 to CR 395 (**Figures 1 and 2**). The existing FM 3349 roadway, from approximately 0.12 mile north of CR 404 to US 79, is a two-lane undivided roadway with one 11-foot southbound travel lane, one 11-foot northbound travel lane, and one-foot outside shoulders. The existing CR 101 roadway, from US 79 to approximately 0.25 mile north of US 79, is a two-lane undivided roadway with one 12-foot northbound lane, one 12-foot southbound lane, and outside shoulders varying from one foot to 10 feet. Approximately 500 feet north of US 79, the southbound 10-foot shoulder on CR 101 tapers southward and the pavement widens to accommodate a 12-foot southbound right turn lane, which begins approximately 220 feet north of US 79. The existing CR 101 roadway, from approximately 0.25 mile north of US 79 to CR 395, is a two-lane undivided roadway with one 10-foot northbound travel lane, one 10-foot southbound travel lane, and no shoulders. The existing US 79 facility, from approximately 0.71 west of FM 3349/CR 101 to approximately 150 feet east of FM 3349/CR 101, is a four-lane divided roadway with two 12-foot eastbound travel lanes, two 12-foot westbound travel lanes, 10-foot outside shoulders, and 4-foot inside shoulders. Directions of travel are separated by a grassy median (approximately 50 feet wide). The Union Pacific Railroad (UPRR) runs parallel to and south (approximately 60 feet) of US 79 within existing ROW.

The existing right-of-way width varies:

- FM 3349: from 80 feet to 100 feet
- CR 101: 120 feet
- US 79 and UPRR: from 330 feet to 380 feet

The proposed improvements within the project limits include the elevation and widening of the existing ROW and the construction of bridges along FM 3349/CR 101, turnaround lanes, drainages, and a jug handle connecting CR 101 to US 79. The proposed total ROW width includes 350-490 feet along FM3349, 400 feet along CR101, and 540-650 feet along US 79. Removals include the existing FM 3349/CR 101 pavement, from approximately 0.24 mile north of CR 404 to CR 395, and the existing FM 3349 the bridge-class culvert in the unnamed tributary of Boggy Creek, approximately 1.25 miles south of US 79. Drainage improvements associated with the project include a permanent drainage easement along the west side of FM 3349, and the installation of cross-drainage culverts, minor culverts and pipes, two bridges, open ditches, and four detention ponds.

The Area of Potential Effects (APE) for the archeological resources is defined as the footprint of the proposed project to the maximum depth of impact, including all easements, and project specific locations. The total Right-of-Way (ROW) for the project is approximately 213.5 acres, consisting of around 72.35 acres of existing ROW and 120.8 acres of new ROW. The proposed project area would include 20.3 acres (from approximately 1,540 feet north of CR 132 to approximately 0.27 mile south of US 79) for a potential permanent drainage easement along the west side of FM 3349. The maximum depth of impacts is estimated to be 75 feet for installation of the bridge foundations, with the typical depth of impact being three to five feet for at-grade road construction.

The project will take place on ROW owned or to be acquired by the State of Texas or Williamson County, a political subdivision of the State, and will impact jurisdictional waterways. Therefore, Section 106 of the National Historic Preservation Act (Section 106) and the Antiquities Code of Texas (ACT) apply.

Project Setting

The project area is in a rural area in Williamson County, Texas between the cities of Hutto and Taylor (**Figures 1 and 2**). The proposed project area is in the Northern Blackland Prairies ecoregion. This ecoregion is characterized by its broad floodplains forested with oaks, hackberry, elm, ash, eastern cottonwood, and pecan. Three streams and/or drainages cross the project area, with a total of four separate crossings. A few scattered residences and commercial properties are interspersed along larger tracts of agricultural land. Land use is almost entirely agriculture (a mix of row crops and pasture/hay fields). Native prairie grasses have been replaced by converted pastures and row crops with few trees. Trees are primarily limited to hardwoods surrounding scattered homesteads and hardwood shrubs along fencerows.

Geologically, this portion of the Blackland Prairie ecoregion is characterized by Quaternary-age clay, silt, and sand surrounded by the Cretaceous shale, sandstone, and limestone (USGS 2020). The project area is underlain by Late Cretaceous, Gulfian Series geology associated with the Navarro and Taylor Groups (USGS 2020, **Figure 3**). Soils consist primarily of calcareous clayey soils derived from Quaternary alluvium including Houston Black, Heiden and Tinn Series clays (**Figure 4**, USDA-NRCS 2021). Houston Black soils are a clayey residuum formed from upper cretaceous age, calcareous mudstone (0-5% slopes). Heiden Clays are a clayey residuum formed from weathered mudstone (3-5% slopes, eroded). Tinn clays are a calcareous clayey alluvium (0-1% slopes occasionally to frequently flooded).

Archeological Background and Previous Archeological Studies

Background research for this project consisted of an online records search through the Texas Historical Commission's (THC) Archeological Sites Atlas (Atlas 2021) and a review of historical maps and aerial photographs. Research focused on the identification of archeological sites, sites listed as State Antiquities Landmarks (SALs), Recorded Texas Historic Landmarks (RTHLs), sites listed on the National Register of Historic Places (NRHP), cemeteries, and previously conducted archeological surveys with 0.62 miles (one kilometer) of the APE (**Figure 5**). The search identified four previously conducted surveys and two archeological sites within one kilometer of the APE (Figure 5).

Three of the four previous archeological surveys within a kilometer of the APE (see Table 1) overlap with the APE. Most of the existing ROW within the APE has been previously surveyed, however, sections of proposed new ROW have not been previously surveyed.

The two archeological sites identified during the records search are 41WM1422 and 41WM767 (Figure 5). Site 41WM1422 is a late 19th to early 20th century farmstead with a disturbed artifact scatter and remains of a brick well and well house. Details of Site 41WM767 are unknown.

Table 1. Survey within a kilometer of the APE.

Year	TAC Permit	Investigator	Sponsor	Overlap APE
1976			TDHP	Yes
2010	5528	LCRA	LCRA	No
2011	5788	Horizon ESI	TxDOT	Yes
2016	7694	HDR	Williamson County	Yes

Historic Land Use

The earliest known historical occupants of the county, the Tonkawas, were a flint-working, hunting people who followed the buffalo on foot and periodically set fire to the prairie to aid them in their hunts. While Álvar Núñez Cabeza de Vaca may have traveled through the area in the sixteenth century, the area was probably first explored by Europeans in the late seventeenth century, when Capt. Alonso De León sought a route between San Antonio and the Spanish missions in East Texas that would serve as a drier alternative to the more southerly Camino Real. The San Xavier missions, which were founded in the mid-eighteenth century and occupied a series of sites along the San Gabriel River. Anglo settlement began during the Texas Revolution and the early days of the Republic of Texas, when the area was part of Milam County. In 1835, a military post was built near the headwaters of Brushy Creek in what would become southwestern Williamson County, but was abandoned in 1836 when its garrison was withdrawn to deal with the Mexican invasion. In 1838 the first civilian settlement was established at Kenney's Fort on Brushy Creek near the site of the present-day crossing of the Missouri-Kansas-Texas Railroad. Several other sites on Brushy Creek were settled soon after, but Indian raids kept white settlement in check. In 1842 many of the early farms were abandoned when Governor Sam Houston advised settlers to pull back from the frontier. The Indian threat eased after 1846, and part of the influx of settlers who came to Texas after its annexation traveled to the frontier along Brushy Creek and the San Gabriel River (Odintz 2021).

By 1848 there were at least 250 settlers in what was then western Milam County when the Texas legislature established Williamson County. According to the census of 1850 Williamson County had a population of 1,379 whites and 155 slaves, living in agricultural communities on Brushy Creek and the San Gabriel. As was common in other frontier counties, most of the improved acreage was used to grow corn. Three families owned fifteen or more slaves in 1850, but family farms and subsistence agriculture remained the norm prior to the Civil War. On the eve of the Civil War Williamson County had become a populous, agriculturally diverse county. Agricultural pursuits were quite varied and reflected the county's geographical diversity. Farmers were using the rich blackland soils in the eastern half of the county to grow wheat and corn. Cotton was introduced in the 1850s, but it was not an important cash crop for most farmers. The early settlers had found large herds of wild cattle in the 1840s, and cattle ranching, both for home consumption and for market, was widespread

throughout the county by 1860. Similarly, the number of sheep grew from 2,937 producing 3,499 pounds of wool in 1850 to 16,952 sheep and 32,994 pounds of wool in 1860 (Odintz 2021).

Though the Civil War had caused little material damage in the area, the county was a much poorer place in 1870 than it had been in 1860. The economic recovery in the 1870s was aided by the growth of the cattle and sheep industries and a dramatic expansion of cotton farming. Various feeder routes to the Chisholm Trail passed through Williamson County, and many cattle drives passed through or originated in the county from the 1860s through the early 1880s. With the coming of the railroads to the county in the 1870s, Taylor, in the eastern part of the county, became an important rail center for the cattle trade. Cattle raising, after declining somewhat in importance in the early twentieth century, was again a major part of the agricultural economy by 1950. Sheep and goat raising declined in the late nineteenth and early twentieth centuries, but the industry revived in the 1930s. Mohair became a significant agricultural product by 1930. Cotton, the second boom industry in Williamson County, which had been insignificant before the war, developed alongside the cattle industry. Farm tenancy rates began to decline during the Great Depression with the shift away from cotton and other staple crops. The depression encouraged diversification among farmers and a shift away from staple crops to livestock. Between 1930 and 1940, the number of acres used for cotton growing fell by almost half. Cropland acreage used for corn production increased over the same period by about one half, and wool and mohair production more than doubled. Farmers increasingly turned to other crops, like sorghum and wheat, and to livestock raising in the later twentieth century. Along with traditional livestock like sheep and cattle, poultry farming played a significant role in the economy by 1950 (Odintz 2021).

Urbanization and “suburbanization” continued to transform Williamson County during the 1990s and into the early twenty-first century. In the early twenty-first century high-tech businesses, various manufacturing concerns, and agriculture were important elements of the county’s economy, and many residents commuted to Austin to work. In 2002 the county had 2,510 farms and ranches covering 583,099 acres, 52 percent of which were devoted to crops and 42 percent to pasture. Corn, cattle, grain, sorghum, cotton, and wheat were the chief agricultural products (Odintz 2021).

Archeological Site Potential

Previous survey has been conducted along more than half of the existing ROW (Figure 2). However, sections of proposed new ROW have not been previously surveyed. Historic aerial imagery and topographic maps depict several historic residential structures present within the project APE, which appear to be intact (**Figures 6 and 7**). The PALM (**Figure 8**) indicates that there are three areas with moderate to high potential for buried cultural deposits, correlating with creek crossings, and two previously recorded archeological sites exist within the APE. Due to the potential presence of archeological deposits and features, pedestrian survey augmented with shovel testing is recommended for all undisturbed sections of the APE and trenching is recommended on the terraces adjacent to creeks and drainages where deeply buried site components may be located.

Proposed Survey Methods

The survey for the proposed FM 3349 at US 79 project will take place within TxDOT and Williamson County ROW and land to be acquired by Williamson County. It will consist of an intensive surface survey incorporating shovel testing and backhoe trenching within the APE. AmaTerra staff will conduct an archeological survey in accordance with the THC's minimum standards for 100 percent intensive linear surveys. Archeologists will visually inspect and assess the entirety of the existing ROW for the project and all survey areas where new ROW has been proposed where Right of Entry (ROE) has been granted. Shovel testing will adhere to the minimum standards for surveys in Texas as outlined by the Council of Texas Archeologists (CTA) and adopted by the THC and will be conducted throughout the entire APE. Since this is a linear project the minimum shovel testing rate of 16 tests per mile per 100 feet of corridor width will be used. Additional shovel tests will be excavated if archeological sites are discovered within the APE to delineate these site locations. However, portions of the ROW where significant disturbance (e.g. erosion, buried utilities and borrow pits) is apparent will be minimally tested to verify and delineate disturbance and photo documented. Ultimately, observed field conditions and discretion of the principal investigator will dictate the number and placement of shovel tests. Shovel tests will be excavated to a depth of 80 centimeters or to sterile subsoil, whichever is encountered first. Soil from all shovel tests will be screened through ¼-inch hardware cloth.

Due to the moderate to high potential for intact deeply buried deposits at creek crossings (see Figure 8: tributary of Mustang Creek at the interchange, Boggy Creek, a tributary of Boggy Creek north of Boggy Creek), backhoe trenches will be excavated to a depth sufficient to examine potential subsurface deposits. Trench depths will extend to the depth of the APE, pre-cultural deposits, or to the water table, whichever is encountered first. Samples will be screened through ¼-inch hardware cloth, and notes and photographs will be made for each trench. Should archeological deposits be observed during trenching, a 50 by 50-centimeter column will be excavated for the entire depth of deposits or a maximum depth of four feet, whichever is encountered first. All fill from the column sample will be screened to document and evaluate subsurface deposits.

If sites are encountered, recording methods will comply with THC/CTA survey standards and guidelines, including requirements for assessing historic archeological sites and identifying historic cemeteries. Any archeological sites identified within the APE during the survey will be investigated by means of no fewer than six subsurface shovel tests and/or backhoe trenches to define site boundaries relative to the APE. Specific site information will be recorded on standardized forms and presented to the Texas Archeological Research Laboratory (TARL) for inclusion in their archives. Any artifacts found either on the surface or in trenches or shovel tests will be field catalogued then returned to their original discovery locations. No artifacts will be collected during the survey.

If encountered, structural historic-age archeological sites will be documented not only through field efforts, but also through survey-level archival research. This research will include an attempt to determine history of ownership and land use for each site through oral interviews, deed research, and map research, wherever possible. Census records for individuals associated with the site will be

checked, and the names of these individuals will also be checked in the Online Handbook of Texas History. Should research reveal that historical archeological sites might be associated with significant persons, investigators will make recommendations for further archival or archeological work, to determine NRHP/SAL eligibility.

Reporting and Curation

All work will be conducted under the terms and conditions of the First Amended Programmatic Agreement (2005) among the Federal Highway Administration (FHWA), TxDOT, the THC, and the Advisory Council on Historic Preservation and the Memorandum of Understanding (MOU) between TxDOT and the THC.

The results of the investigation will be compiled into a professional report as required under Chapter 26 of the THC's Rules of Practice and Procedure and in conformance with Section 106. The report will describe the project area conditions and cultural background, existing and newly documented sites (including newly assigned site trinomials), and NRHP/SAL eligibility of these sites based on the requirements of 13 TAC 26.5(35), 13 TAC 26.20(1) and 13 TAC 26.20(2). The results section of the report will include relevant maps and discussion regarding shovel testing and finds in existing versus proposed new ROW. Electronic copies of the draft report will be submitted to the TxDOT Austin District, to be forwarded to TxDOT-ENV and the THC for review and comment, then resubmitted following the address of any comments. Copies of the final report will be provided to TxDOT and the THC. Artifacts will not be collected during the survey. However, all photographs and records of sites will be curated at CAS, according to their standards.

References

Odintz, M

2021 "Williamson County," *Handbook of Texas Online*, accessed March 03, 2021, <https://www.tshaonline.org/handbook/entries/williamson-county>. Published by the Texas State Historical Association.

Griffith, G., S. Bruce, J. Omernik, and A. Rogers

2007 Ecoregions of Texas. Project report to the Texas Commission on Environmental Quality.

Texas Historical Commission

2021 Texas Archeological Sites Atlas Online. Electronic document, <https://atlas.thc.texas.gov/>, accessed March 2021.

United States Department of Agriculture, Natural Resources Conservation Service (USDA-NRCS)

2021 Williamson County, Texas – Web Soil Survey. Electronic document, <http://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.asp>, accessed March 2021.

United States Geological Survey (USGS)

2021 Geologic Database of Texas. Digital Dataset.

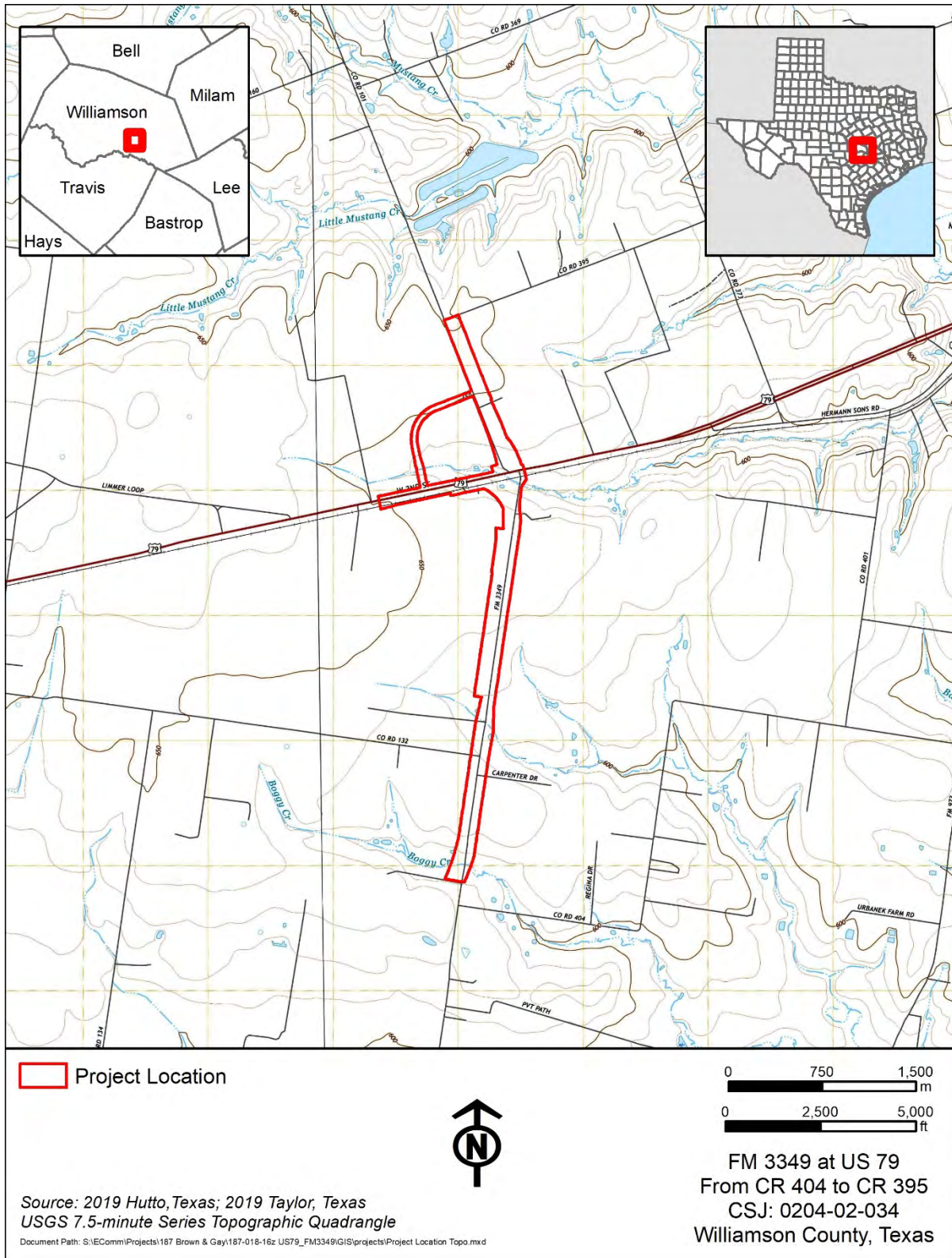


Figure 1: Project Location overlaid a recent topographic map.

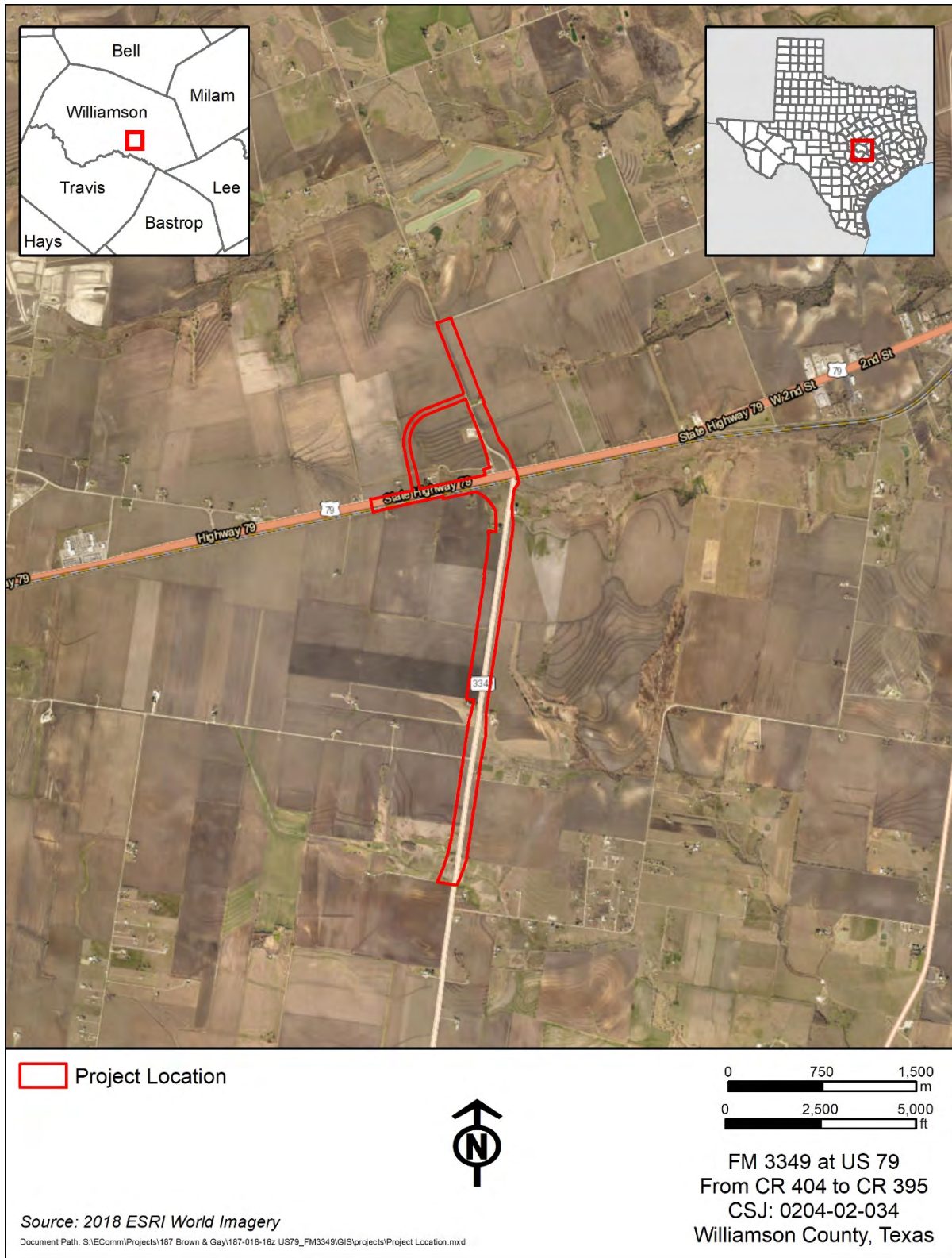


Figure 2: Project Location overlaid recent aerial imagery.

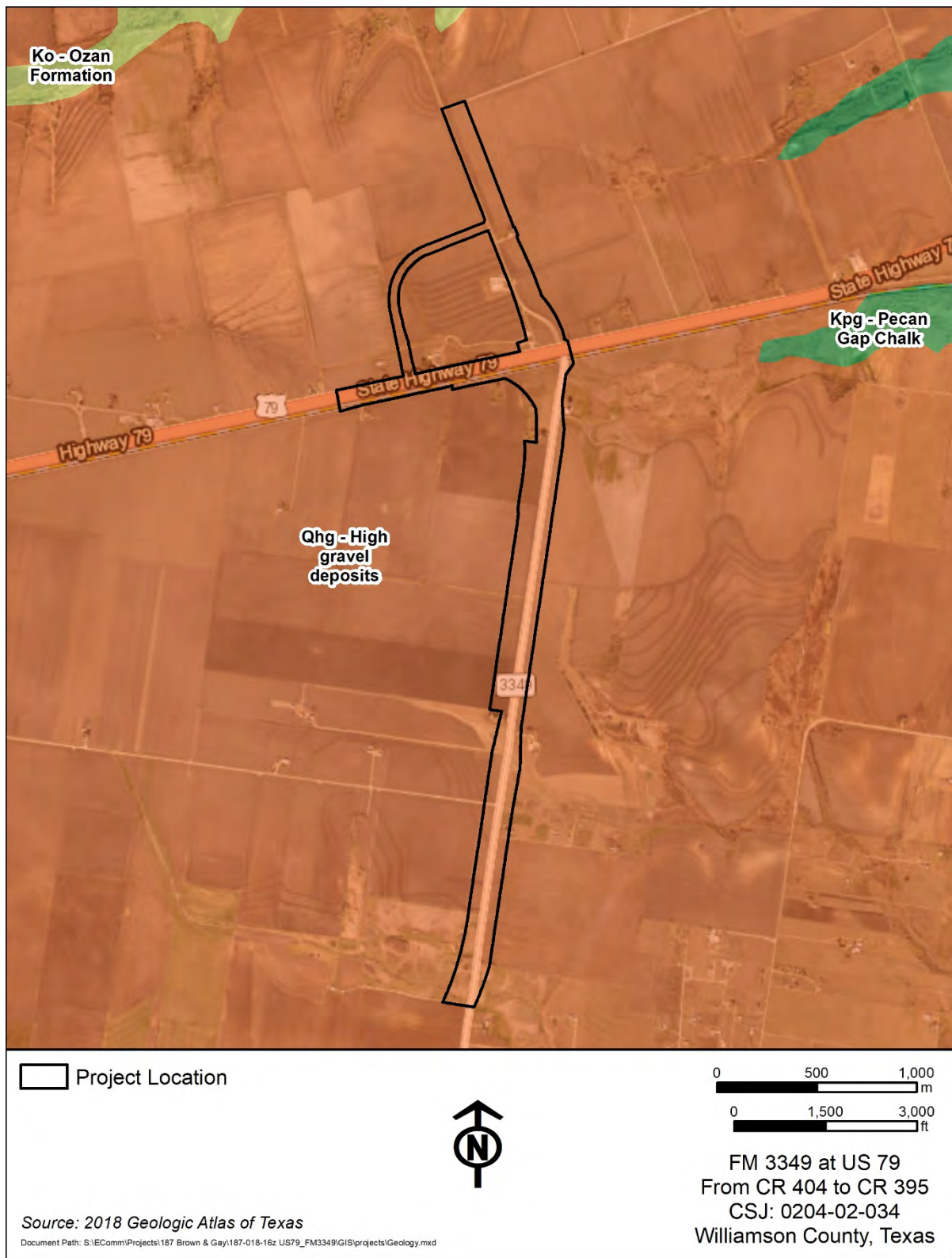


Figure 3: Geologic map of the project APE.



Figure 4: Soils within the project APE, western portion.

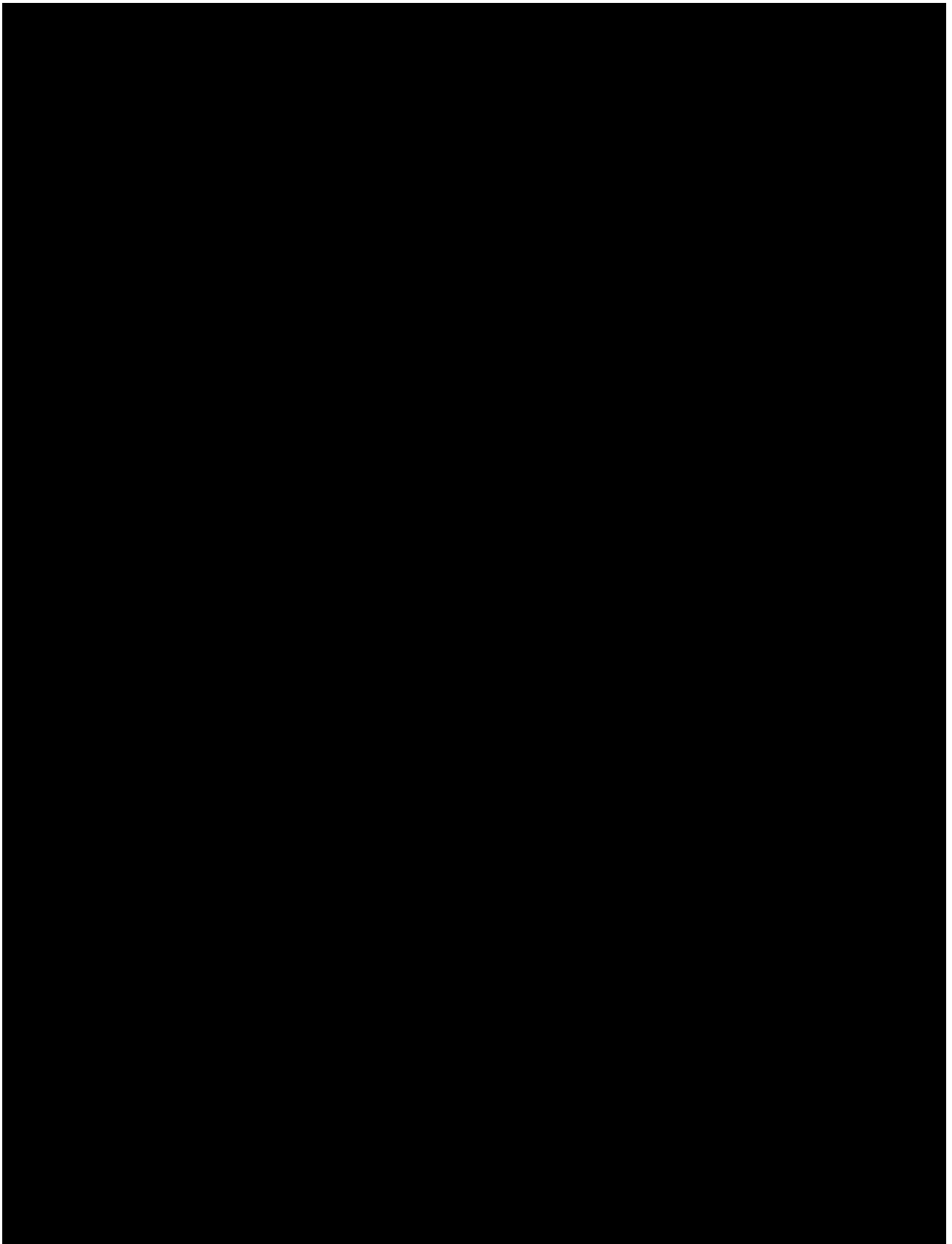


Figure 5: Previous archeological surveys and cultural resources within one kilometer of the APE.

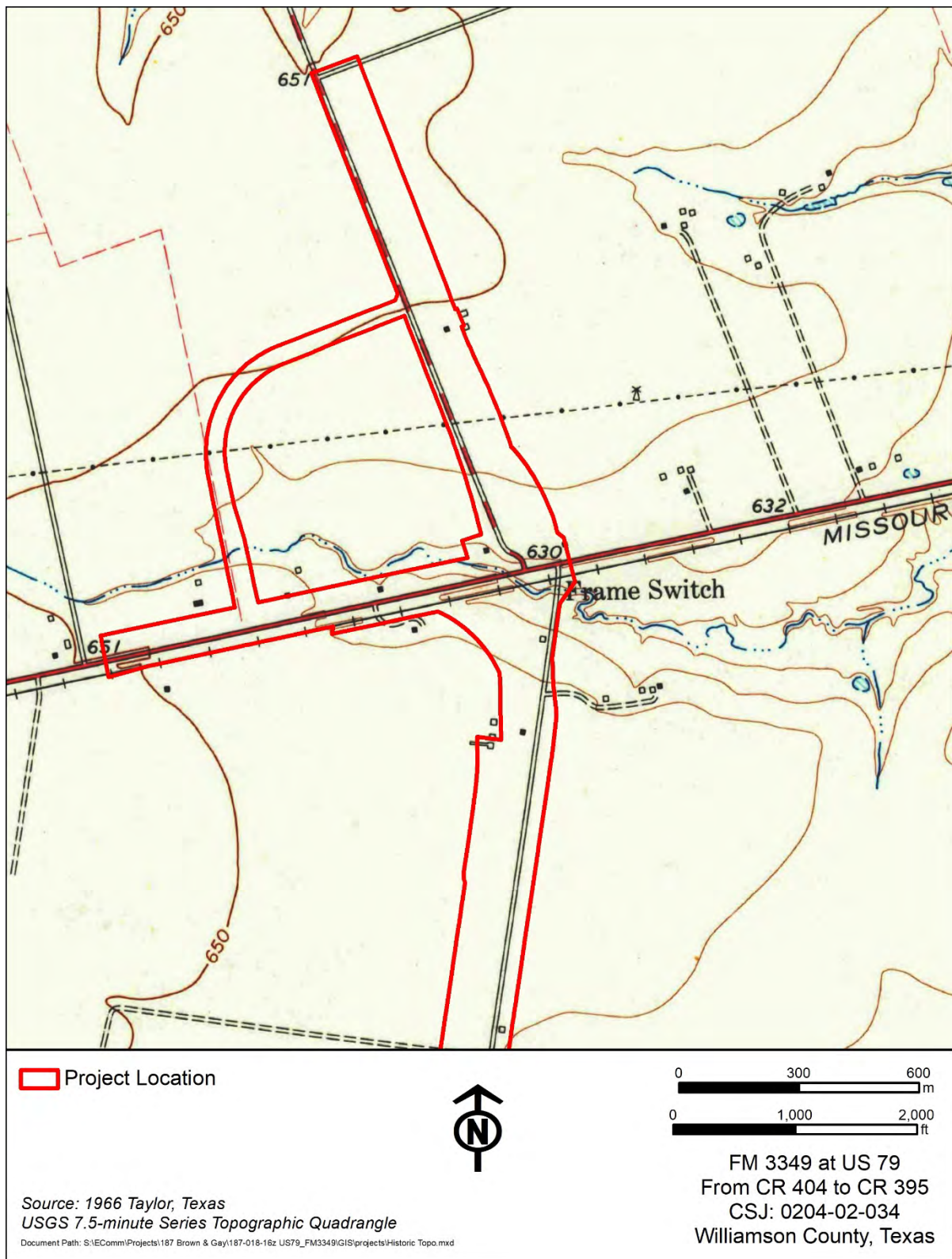


Figure 6a: Northern portion of project APE overlaid 1966 topographic map.

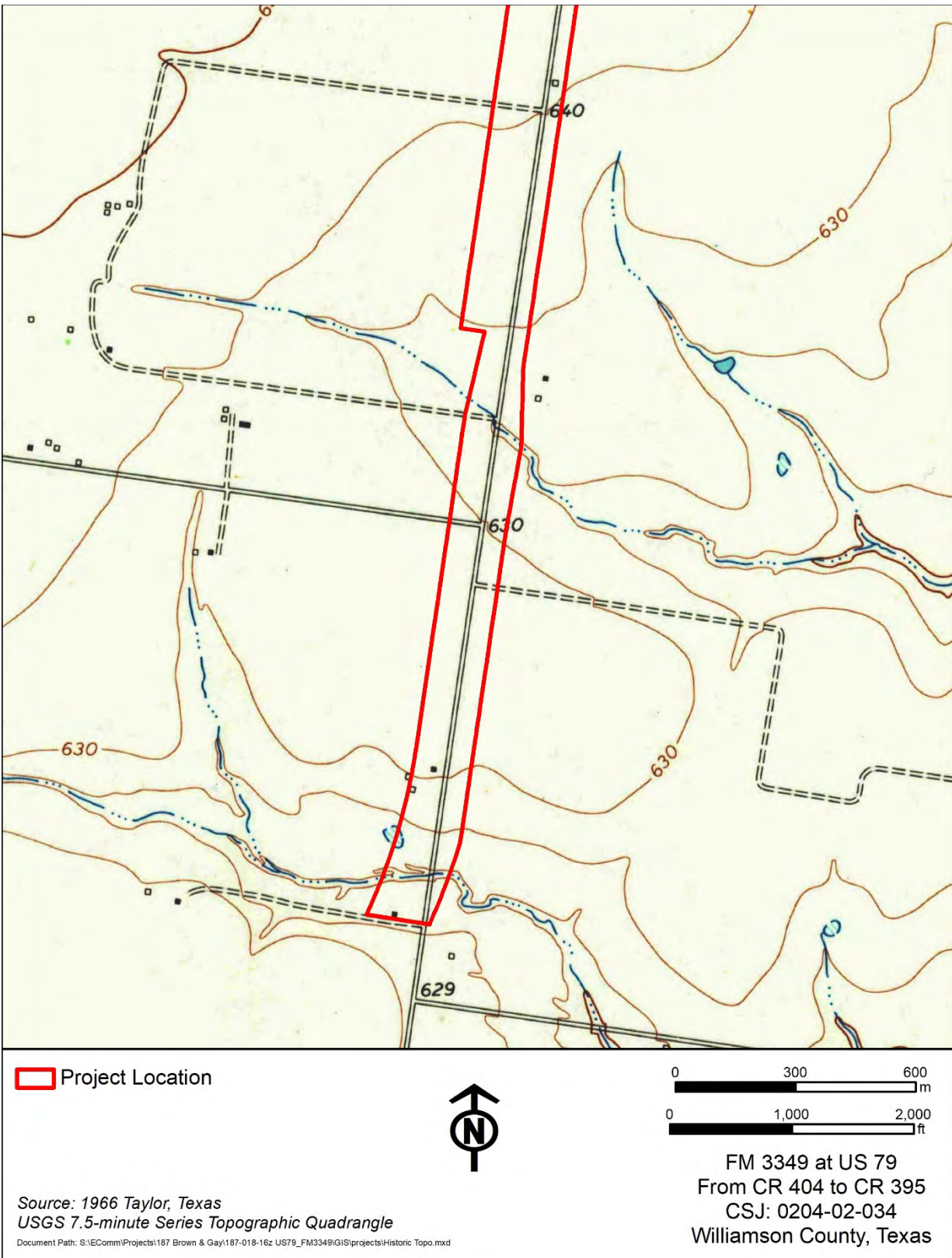


Figure 6b: Southern portion of project APE overlaid 1966 topographic map.

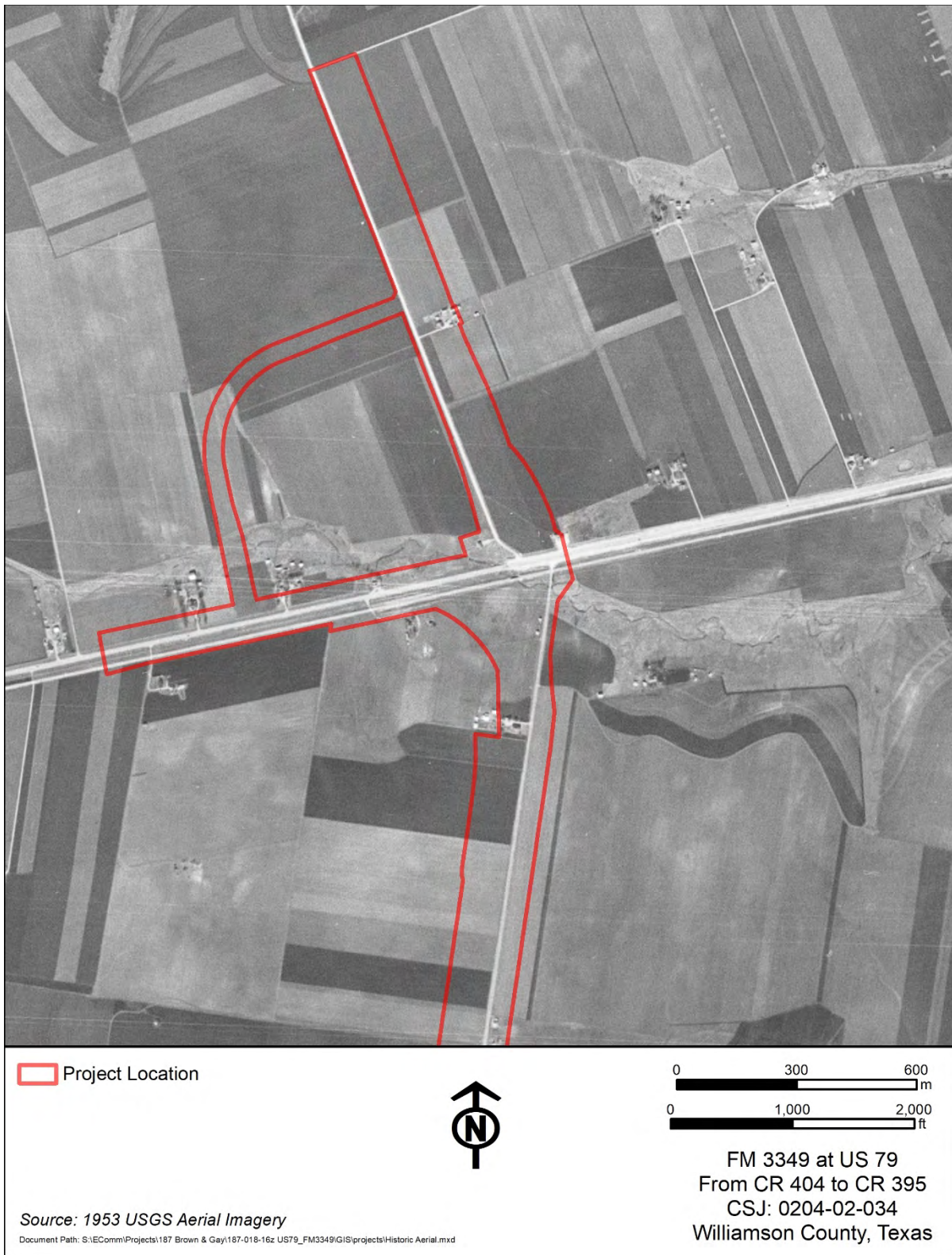


Figure 7a: Northern portion of project APE overlaid 1953 aerial map.

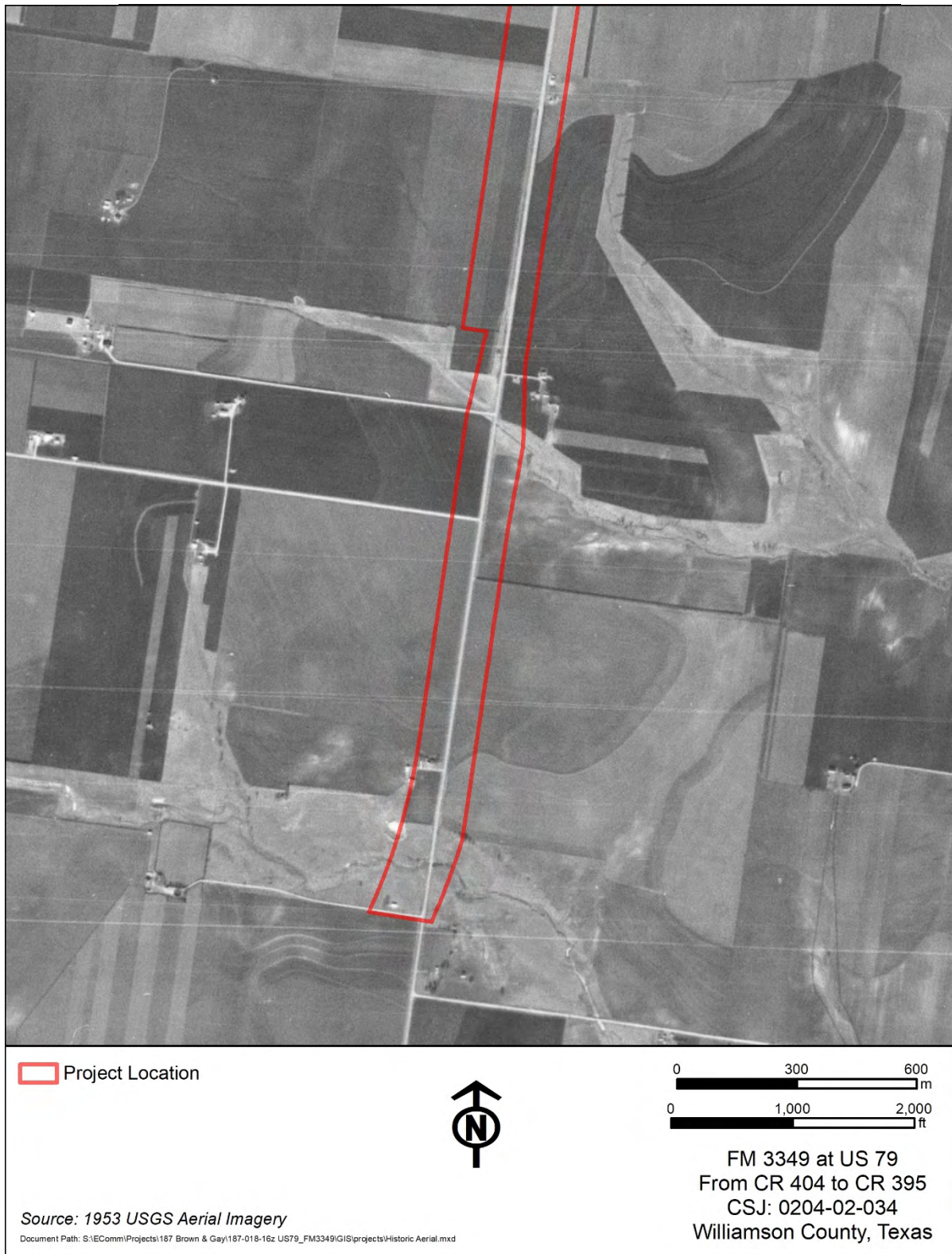


Figure 7b: Southern portion of project APE overlaid 1953 aerial map.



Figure 8: PALM Map of the project APE.

Commissioners Court - Regular Session**46.****Meeting Date:** 05/11/2021

Liberty Hill Bypass- Relocation Claim

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

Information**Agenda Item**

Discuss, consider and take appropriate action on a relocation claim with Raymond and Pamela Cantrell (Parcel 45) for the actual moving costs associated with the right of way acquisition for the Liberty Hill Bypass project. Funding Source: Road Bonds P346

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Cantrell Relocation Claim

Form Review**Inbox**

County Judge Exec Asst.

Reviewed By

Andrea Schiele

Date

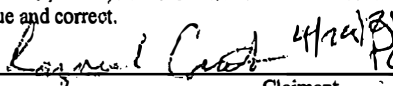
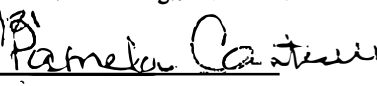
05/05/2021 04:22 PM

Form Started By: Charlie Crossfield

Started On: 05/05/2021 03:53 PM

Final Approval Date: 05/05/2021

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information				
1. Name of Claimant(s) Raymond & Pamela Cabtrell		Parcel No: 45 ROW CSI: N/A		County: Williamson Project No.: N/A
<input checked="" type="checkbox"/> Residence <input type="checkbox"/> Business <input type="checkbox"/> Farm <input type="checkbox"/> Nonprofit <input type="checkbox"/> Sign <input type="checkbox"/> Other				
2. Address of Property Acquired by State: 901 Stubbelfield Ln., Liberty Hill, TX 78642-4253 Telephone No.: 512-635-5317		3. Address Moved To:		
4. Occupancy of Property Acquired by State: From (Date): 1984 To (Date of Move): 4/30/2021 <input checked="" type="checkbox"/> Owner/Occupant <input type="checkbox"/> Tenant		5. Distance Moved: Miles 7. Mover's Name and Address: Daryl Flood Relocation Inc. 2401 Double Creek Drive Round Rock, TX 78664		
6. Controlling Dates	Mo.	Day	Yr.	9. Amount of Claim: a. Moving Expenses \$9,432.00 b. Reestablishment Expenses \$ c. Searching Expenses \$ d. Tangible Property Loss \$ e. Storage \$ f. Temporary Lodging \$ g. Total Amount \$9,432.00
a. First Offer in Negotiation	10	5	2020	
b. Date Property Acquired	03	05	2021	
c. Date Required to Move	04	30	2021	
8. Property Storage (attach explanation) From (Date): 4/14/21 To (Date of Move): TBD (12 Months MAX) Place Stored (Name and Address): 3359 Hwy 29 Burnet, TX 78611				
10. Temporary Lodging (attach explanation) From (Date): To (Date of Move):				
11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.				
<div style="display: flex; justify-content: space-between;"> <div>  Raymond Cabtrell Claimant </div> <div>  Pamela Cabtrell Claimant </div> </div>				
Date of Claim: _____				
Spaces Below to be Completed by State				
I certify that I have examined this claim and substantiating documentation attached herewith, and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows: Amount of \$ 9,432.00				
<div style="display: flex; justify-content: space-between;"> <div>_____</div> <div>_____</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Date</div> <div>Williamson County</div> </div>				



DARYL FLOOD RELOCATION INC.

2401 DOUBLE CREEK DRIVE
ROUND ROCK, TX 78664

800-325-9340

Invoice Date: 4/19/2021
Invoice #: 102117
Order #: AUS-221-1
Customer #: RIGHOF

Amount Due: \$9,432.00

Due Date: 5/19/2021

After 5/19/2021 pay: \$9,620.64

Right of Way of Texas, LLC
Attn: lmiller7366@gmail.com
Laurie Miller
Williamson County -Liberty Hill Bypass Project
Parcel 45 - Cantrell's

Amount Paid: \$ _____

Remit To:

P.O. Box 731088
Dallas, TX 75373-1088
972-471-1496

Please detach and return this portion with your payment. Thank you.

Invoice Date: 4/19/2021
Invoice #: 102117
Order #: AUS-221-1
Customer #: RIGHOF

DARYL FLOOD RELOCATION INC.
2401 DOUBLE CREEK DRIVE
ROUND ROCK, TX 78664
800-325-9340

Remit To:

P.O. Box 731088
Dallas, TX 75373-1088
972-471-1496

Shipper: Cantrell, Pam	Salesperson: Ervin, Jodie	Hauled Wt:	Miles:
Origin: 901 Stubblefield Ln LIBERTY HL, TX 78642 United States of America	Destination: 3359 Hwy 29 Burnet, TX 78611 United States of America	Tariff: Local	

Item #	Description	Quantity	Quantity	Rate	Gross	Discount	Amount
	Transportation- Moving Charges. 13247 lbs				\$5,055.00		\$5,055.00
	Fuel@\$50/truck/day				\$50.00		\$50.00
	Valuation- Full Value				\$640.00		\$640.00
	Packing- Full Packing				\$3,150.00		\$3,150.00
	Mini Stg Fee				\$150.00		\$150.00
	Safe Fee 450 lbs (Origin & Dest.)				\$200.00		\$200.00
	3rd Party Origin- Washer/Dryer/TV take down				\$187.00		\$187.00

Amount Due: \$9,432.00

Due Date: 5/19/2021

After 5/19/2021 pay: \$9,620.64

Thank you for your business and prompt payment! We look forward to serving you again!



AGREEMENT FOR DIRECT PAYMENT TO VENDOR

County:
ROW CSJ:
Highway:
Parcel:

The undersigned displacee hereby agrees that payment for relocation services identified on the attached scope of work will be made to . This agreement is void without a signed scope of work attached. The Texas Department of Transportation reserves the right and responsibility of determining the "reasonable and necessary" charges for the move as is customary in the industry. understands anything not included in the attached scope of work must be pre-approved by TxDOT in order to ensure its eligibility for reimbursement. Vendor understands that the Texas Department of Transportation will not be able to make any reimbursements for the pre-approved scope of services until displace authorizes release of the payment.

Raymond Cantrell Pamela Cantrell
Displacee's Signature

4-1-21
Date

Raymond Cantrell Pamela Cantrell
Displacee's Name (Printed)

Kelly Wojcicki
Vendor's Signature

4/2/21
Date

Kelly Wojcicki
Vendor's Name (Printed)

Lisa Dworaczyk
Williamson County Project Manager Signature

4/5/2021
Date

Lisa Dworaczyk
Williamson County Project Manager Name (Printed)



CERTIFICATION OF ELIGIBILITY

Project: Liberty Hill Bypass
Parcel: 45
Displacee: Raymond and Pamela Cantrell

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☒ Citizens or Nationals of the United States

or

☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

Pamela Cantrell
Claimant

Date: 11-4-20

Raymond Cantrell
Claimant

Date: 11.4.20

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

Claimant

Date:

Parcel: 45
County: Williamson
Project: Liberty Hill Bypass

CERTIFICATE OF INVENTORY

I hereby certify that the items included in the attached photographs are located at the subject property, which is 901 Stubbelfield Ln., Liberty Hill, TX 78642-4253 and represents personal property owned by Raymond and Pamela Cantrell.

Pamela Cantrell

Displacee Signature

Pamela Cantrell

Displacee Printed Name

Raymond Cantrell

Displacee Signature

RAYMOND Cantrell

Displacee Printed Name

Darius Miller

Relocation Agent

11.4.20

Date

Commissioners Court - Regular Session

47.

Meeting Date: 05/11/2021

Executive Session

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

A. Real Estate Owned by Third Parties

Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties

- a) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
- b) Discuss the acquisition of real property for CR 176 at RM 2243
- c) Discuss the acquisition of real property: CR 278
- d) Discuss the acquisition of real property for County Facilities.
- e) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
- f) Discuss the acquisition of real property for SH 29 @ DB Wood.
- g) Discuss the acquisition of real property for CR 366.
- h) Discuss the acquisition of real property for N. Mays.
- i) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
- j) Discuss the acquisition of real property for CR 111.
- k) Discuss the acquisition of real property for Corridor H
- l) Discuss the acquisition of real property for future SH 29 corridor.
- m) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
- n) Discuss the acquisition of right-of-way for Corridor C.
- o) Discuss the acquisition of right-of-way for Corridor F.
- p) Discuss the acquisition of right-of-way for Corridor D.
- q) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
- r) Discuss the acquisition of right-of-way for Reagan extension.
- s) Discuss the acquisition of real property for the Brushy Creek Trail Project.
- t) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
- u) Discuss the acquisition of the MKT Right of Way
- v) Discuss acquisition of drainage easement in relation to County Road 176

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 uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)
- c) Discuss property usage at Longhorn Junction
- d) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
- e) Discuss county owned property located at Ed Schmidt Boulevard Hutto, Texas
- f) Discuss the sale of property located at 900 S Main St., Taylor, 76574

C. 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: 05/06/2021

Reviewed By

Andrea Schiele

Date

05/06/2021 08:52 AM

Started On: 05/06/2021 08:43 AM

Commissioners Court - Regular Session**48.****Meeting Date:** 05/11/2021

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) Project Crystal
- c) Project Winston
- d) Project Solo
- e) Project Stamp

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: 05/06/2021

Reviewed By

Andrea Schiele

Date

05/06/2021 08:53 AM

Started On: 05/06/2021 08:45 AM